

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

**NATCHITOCHES CITY COUNCIL MEETING  
OCTOBER 14, 2013  
5:30 P.M.**

**A G E N D A**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF SEPTEMBER 23, 2013**
5. **SPECIAL RECOGNITION:** National Night Out Participants – Sylvia Morrow
6. **PROCLAMATIONS:**
  - #077 Payne** Resolution Recognizing And Commending The Natchitoches Lions Club For Their 70 Years Of Service To The Natchitoches Community - Don Brown
  - #079 Mims** Resolution Honoring The Alpha Phi Alpha Fraternity, Inc., Theta Chi Chapter For 40 Years of Absolute Excellence - Al Middleton
  - #080 Stamey** Resolution Honoring The Alpha Kappa Alpha Sorority Inc., Eta Chi Chapter For 40 Years of Absolute Excellence-Regina Barnes
  - #084 Nielsen** Resolution Declaring October 15, 2013 As "Paint The Town Purple Day" and October 14 Through 19, 2013 As "Homecoming Week" At Northwestern State University – Homecoming Court Participants
7. **PLANNING & ZONING – INTRODUCTION:**
  - #046 Morrow** Ordinance Amending Ordinance No. 64 of 2001 By Changing Zoning Classification Of Property Described As Follows: Lot North Side Poete Street, North by Edwards, East by City Property, West by Kirsch from R-1 to R-1, Special Exception to operate a Bed & Breakfast business (Good House B&B) 314 Poete St. Application by Dorothy L. Bengé

8. **ORDINANCE – INTRODUCTION:**

**#047 Stamey** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For Schedule I, And Schedule II At The Natchitoches Regional Airport LA DOTD Project NOS. H.009964, H.009966, H.010021, H.010802 (**BID NO. 0542**)

9. **ORDINANCES – FINAL:**

**#044 Nielsen** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Enter Into A Banking Services Agreement With Midsouth Bank And Approving Of The Terms And Conditions Of Same All After Due Compliance With The Law And Further Providing For Advertising And For And Effective Date

**#045 Mims** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Execute An Addendum To That Time Contract For The Collection, Hauling, Recycling And Disposal Of Municipal Solid Waste, Construction And Demolition Waste, And Recyclable Materials In The City Of Natchitoches, Louisiana, Entered Into With Progressive Waste Solutions Of La, Inc., To Provide For Equipment That Will Operate On Compressed Natural Gas And Provide For The Appropriate Fuel Charge.

10. **RESOLUTIONS:**

**#078 Morrow** Resolution Authorizing The Mayor To Execute An Agreement With The Louisiana Department Of Transportation And Development (LA DOTD) For Improvements At the Natchitoches Regional Airport To Rehabilitate Terminal Ramp – Phase II, SPN H. 010807

**#081 Payne** Resolution Authorizing The Mayor To Execute An Agreement With The Louisiana Department Of Transportation And Development (LA DOTD) For Improvements At The Natchitoches Regional Airport For The Runway 7/25 Lighting Rehabilitation – Phase II, Rehabilitate Runway 35 ODALS – Phase II, SPN H. 010802

**#082 Stamey** Resolution Authorizing The Mayor To Execute An Agreement With The Louisiana Department Of Transportation And Development (LA DOTD) For The Installation Of Solar Powered LED Taxiway Centerline Retro-reflector Markers, SPN H. 010021

**#083 Mims** Resolution Authorizing And Instructing The City Attorney For The City Of Natchitoches, Louisiana, Ronald E. Corkern, Jr., To Prepare And File A Writ Of Quo Warranto Requesting That Councilwoman Sylvia Morrow Show By What Authority She Claims Or Holds Office As A Member Of The City Council For The City Of Natchitoches, Louisiana

11. **ANNOUNCEMENTS:**

- The offices of the City of Natchitoches will be closed **Monday, November 11, 2013** in observance of Veterans Day
- The City Council meeting scheduled for **Monday, November 11, 2013** will be **re-scheduled** to **Tuesday, November 12, 2013**

**NOTICE TO THE PUBLIC**

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON  
MONDAY, OCTOBER 14, 2013 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, October 14, 2013 at 5:30 p.m.

There were present:

Mayor Lee Posey  
Councilman At Large Don Mims, Jr.  
Councilman Dale Nielsen  
Councilman David Stamey  
Councilman Larry Payne  
Councilwoman Sylvia Morrow

Guests: Don Brown – Natchitoches Lions Club  
Al Middleton – Alpha Phi Alpha Fraternity  
Regina Barnes – Alpha Kappa Alpha Sorority  
Northwestern State University Homecoming Court

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Stamey was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the September 23, 2013 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Nielsen. The roll call vote was as follows:

<b>Ayes:</b>	<b>Payne, Nielsen, Mims, Stamey, Morrow</b>
<b>Nays:</b>	<b>None</b>
<b>Absent:</b>	<b>None</b>

Ms. Morrow then gave a special recognition to National Night Out. She stated this was the third anniversary for National Night Out which is a program that involves citizens coming together to fight against crime. There was a great turn out at the Martin Luther King Center and she would like to recognize some of those who came out. She recognized and thanked members of the Fire Department and Police Department who were in attendance at that particular location. She thanked them for what they do for the community. She recognized Ms. Andrea Bradley from Shreveport with Louisiana Tobacco Free Living, Ms. Tawana Thompson from Baton Rouge with the LA care Community Health, Reverend Butler from O.W.E. Ministries, and Ms. Merry Byers for speaking at this event.

Mayor Posey then thanked Ms. Byers for the fantastic job they did with the National Night Out. I really appreciate all the communities that participated in or hosted this event in their neighborhood.

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Stamey as follows, to –wit:

**RESOLUTION NO 077 OF 2013**

**RESOLUTION RECOGNIZING AND COMMENDING THE NATCHITOCHES LIONS CLUB FOR THEIR 70 YEARS OF SERVICE TO THE NATCHITOCHES COMMUNITY**

**WHEREAS**, Lions International is the world's largest service organization, comprised of 46,000 clubs and 1.35 million members in 207 countries; and

**WHEREAS**, on October 7, 1943, due to the diligent efforts of 19 Natchitoches residents, the Natchitoches Lions Club was chartered; and

**WHEREAS**, in their 70 years of service, members have unselfishly dedicated their time and talents to many community events and projects; and

**WHEREAS**, since 1957, the Natchitoches Lions Club has made annual donations totaling in excess of \$200,000 to the Louisiana Lions Camp for Children enabling handicapped children from our community and from all over the state to attend a summer camp; and

**WHEREAS**, since 1974, the Natchitoches Lions Club has made annual donations totaling in excess of \$100,000 to the Louisiana Lions Eye Foundation assisting the indigent from our community and from all over the state with eye exams and glasses; and

**WHEREAS**, in 2008, the Natchitoches Lions Club endowed an NSU scholarship and continues to donate annually to the NSU scholarship fund; and

**WHEREAS**, annually the Natchitoches Lions Club donate to worthy organizations in our community such as 4-H Clubs, Boy Scouts, Dixie Youth, Relay for Life, Women's Resource Center, and many more; and

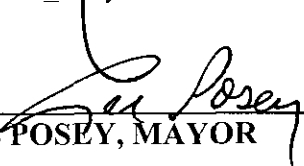
**NOW, THEREFORE, BE IT RESOLVED** that I, Lee Posey, Mayor of the City of Natchitoches, on behalf of the entire City Council and the Natchitoches community, do hereby recognize and commend the Natchitoches Lions Club for providing 70 years of dedicated service to the Natchitoches community.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5

Ayes to 0 Nays on this 14<sup>th</sup> day of October, 2013.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

Mr. Don Brown accepted the proclamation on behalf of the Lions Club. Mr. Brown thanked the Mayor and the Council as this club means a lot to this community. The Mayor stated the club does so much for this community and recognized the members that were in attendance tonight.

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Payne as follows, to -wit:

**RESOLUTION NO 079 OF 2013**

**RESOLUTION HONORING THE ALPHA PHI ALPHA FRATERNITY, INC.,  
THETA CHI CHAPTER FOR 40 YEARS OF ABSOLUTE EXCELLENCE**

**WHEREAS**, The Alpha Phi Alpha Fraternity, Inc., the first intercollegiate fraternity for African-Americans, was established on December 4, 1906 in Ithaca, New York by seven young men who identified the need for a strong bond of brotherhood among African descendants in the United States; and

**WHEREAS**, in 2006, the Alpha Phi Alpha Fraternity, Inc., celebrated its centennial with a membership of more than 175,000 men, 350 college campus chapters, and 350 alumni chapters in 44 states, the District of Columbia, Africa, Asia, the Caribbean, and Europe; and

**WHEREAS**, in 1973 the Theta Chi Chapter of the Alpha Phi Alpha Fraternity, Inc., chartered at the University of Northwestern State University, Natchitoches, Louisiana and will celebrate their 40<sup>th</sup> year of Absolute Excellence; and

**WHEREAS**, objectives of Alpha Phi Alpha Fraternity, Inc., are to stimulate the ambition of its members to prepare them for the greatest usefulness in the cause of humanity, freedom, and dignity of the individual; to encourage the highest and noblest of manhood; and to aid downtrodden humanity in its efforts to achieve higher social, economic, and intellectual status; and

**WHEREAS**, the Theta Chi Chapter continues the legacy of brotherhood, scholarship, leadership and service that was set forth by its founders, and supports efforts toward the Fraternity's goal to correct educational, economic, political, and social injustices faced by African Americans; and

**NOW, THEREFORE, BE IT RESOLVED**, that I, Lee Posey, Mayor, and the Natchitoches City Council, do hereby urge all citizens of the City of Natchitoches to honor Alpha Phi Alpha Fraternity, Theta Chi Chapter on this occasion of their 40<sup>th</sup> year celebration and commends the Fraternity for their efforts and show our appreciation and respect to all members.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5

Ayes to 0 Nays on this 14<sup>th</sup> day of October, 2013.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

Mr. Al Middleton accepted the proclamation on behalf of the Alpha Phi Alpha Fraternity. Mr. Middleton thanked the Mayor and the Council for the proclamation. It is an honor to be one of the first African-American fraternities established at Northwestern State University. Many members make Natchitoches their home after they finish their education and pursue a career.



The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Payne as follows, to -wit:

**RESOLUTION NO 080 OF 2013**

**RESOLUTION HONORING THE ALPHA KAPPA ALPHA SORORITY, INC.,  
ETA CHI CHAPTER FOR 40 YEARS OF ABSOLUTE EXCELLENCE**

**WHEREAS**, Alpha Kappa Alpha Sorority, Inc., was founded on the Campus of Howard University in Washington, DC in 1908, Alpha Kappa Alpha Sorority is the oldest Greek-letter organization established by African American college-trained women who trail blazed changing patterns of human relations in America during the 20<sup>th</sup> Century; and

**WHEREAS**, the small group of women who organized the Sorority was conscious of a privileged position as college-trained women of color, just one generation from slavery, and were resolute that their collegiate experience be as meaningful and productive as possible; and

**WHEREAS**, as the Sorority grew, it kept in balance two important themes: the importance of the individual and the strength of an organization of women of ability and courage and as the world became more complex, there was a need for associations which cut across racial, geographical, political, physical and social barriers; and

**WHEREAS**, in 1973 the Eta Chi Chapter of the Alpha Kappa Alpha, Sorority Inc., chartered at the University of Northwestern State University, Natchitoches, Louisiana and will celebrate their 40<sup>th</sup> year of Absolute Excellence; and

**WHEREAS**, the Eta Chi Chapter continues the legacy of sisterhood, scholarship, leadership and service that was set forth by its founders, and supports efforts toward the Sorority's goal to correct educational, economic, political, and social injustices faced by African Americans; and

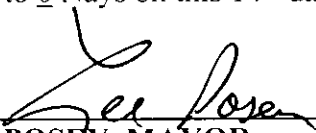
**NOW, THEREFORE, BE IT RESOLVED**, that I, Lee Posey, Mayor, and the Natchitoches City Council, do hereby urge all citizens of the City of Natchitoches to honor Alpha Kappa Alpha Sorority, Eta Chi Chapter on this occasion of their 40<sup>th</sup> year celebration and commends the Sorority for their efforts and show our appreciation and respect to all members.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5

Ayes to 0 Nays on this 14<sup>th</sup> day of October, 2013.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

Ms. Regina Barnes accepted the proclamation on behalf of the Alpha Kappa Alpha Sorority. Ms. Barnes thanked the Mayor and the Council for honoring the first African-American sorority on Northwestern's campus. This year for our homecoming we will be celebrating as a whole and hope to see a lot of young men and women who went through the channels of Northwestern State University.

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to –wit:

**RESOLUTION NO. 084 OF 2013**

**PROCLAMATION DECLARING OCTOBER 15, 2013 AS “PAINT THE TOWN PURPLE DAY” AND OCTOBER 14 THROUGH 19, 2013 AS “HOMECOMING WEEK” AT NORTHWESTERN STATE UNIVERSITY**

**WHEREAS**, Northwestern State University’s 2013 Homecoming Festivities will feature some new attractions, this year’s theme is “NSU is forever young” and will offer events, reunions and a new downtown Rocking on the Riverbank Homecoming Festival; and

**WHEREAS**, October 14 – 19, 2013 Northwestern State University will celebrate **Homecoming Week** and the City wishes to proclaim this as a time to generate school spirit throughout the City of Natchitoches and surrounding communities; and

**WHEREAS**, Tuesday, October 15<sup>th</sup> is **Paint the Town Purple Day** and the City of Natchitoches encourages all citizens, businesses and organizations to support Northwestern State University by displaying purple and white during Homecoming Week and to join in the celebrations of our distinguished university; and

**WHEREAS**, NSU President Dr. Randall Webb, Head Football Coach Jay Thomas and all homecoming honorees would like city-wide support and attendance at day-long activities, pre-game and the homecoming football game, NSU versus Southeastern Louisiana University, on Saturday, October 19, 2013.

**NOW, THEREFORE, I**, Lee Posey, Mayor, and the City Council of the City of Natchitoches, do hereby proclaim the week of October 14 through 19, 2013 as:

**NORTHWESTERN STATE UNIVERSITY  
HOMECOMING WEEK**

And Tuesday, October 15, 2013 as:

**PAINT THE TOWN PURPLE DAY**

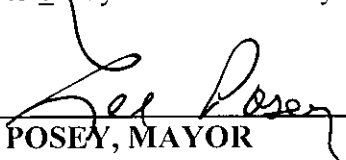
In the City and Parish of Natchitoches and urge all citizens to join in the celebration of our Northwestern State University football team in the Homecoming Game scheduled Saturday, October 19, 2013.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5

Ayes to 0 Nays on this 14<sup>th</sup> day of October, 2013.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

The Northwestern Homecoming Court accepted the proclamation for Paint the Town Purple Day. Alayni Guidry (Homecoming Queen) stated Friday, the parade will start at 5:30 p.m. The parade will end on the riverbank where there will be a pep rally and homecoming festival, Rockin on the Riverbank. The Mayor stated there will be many events all day Saturday before the game at 6:00 p.m. There will also be entertainment from 6:00 p.m. – 10:00 p.m.

The following Ordinance was introduced by Ms. Morrow at the Natchitoches City Council meeting held on October 14, 2013 as follows:

**ORDINANCE NO. 046 OF 2013**

**AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:**

**APPLICATION BY DOROTHY L. BENGE TO REZONE THE FOLLOWING: LOT NORTH SIDE POETE STREET, NORTH BY EDWARDS, EAST BY CITY PROPERTY, WEST BY KIRSCH FROM R-1 TO R-1, SPECIAL EXCEPTION TO OPERATE A BED & BREAKFAST BUSINESS (GOOD HOUSE B&B)**

**(314 POETE ST)**

**WHEREAS**, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of October 1, 2013 that the request of Dorothy L. Bengé to rezone the property described above from **R-1** to **R-1**, Special Exception to operate a Bed & Breakfast business be **APPROVED**.

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on October 14, 2013 as follows:

**ORDINANCE NO. 047 OF 2013**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY  
OF NATCHITOCHES TO AWARD THE BID FOR SCHEDULE I, SCHEDULE II  
AT THE NATCHITOCHES REGIONAL AIRPORT  
LA DOTD PROJECT NOS. H.009964, H.009966, H.010021, H.010802**

**(BID NO. 0542)**

**WHEREAS**, Resolution No. 057 of 2013 was passed by the Natchitoches City Council on August 12, 2013 authorizing the Mayor to advertise and open bids for **Schedule I** relocate Runway 25 Threshold, Construct PAPI Systems for Runway 7-25, Replace Runway 7-25 Edge Lighting, Install REIL for Runway 7, Replace REIL for Runway 17, Replace Runway 17-35 and Sign Homerun Circuits, Upgrade Airfield Lighting Vault. **Schedule II** Replace ODAL System, ODAL Power and Controls. (Bid No. 0542); and

**WHEREAS**, this bid was advertised in the *Natchitoches Times* on August 22, 29 and September 5, 2013 in accordance with law; and

**WHEREAS**, three bid proposals were received and opened as follows:

- (1) Sun Stream, Inc.,  
Natchitoches, LA .....\$678,079.80
- (2) DACO Construction  
Norfolk, NE.....\$778,923.00
- (3) Earnest P. Breau Electrical  
New Iberia, LA.....\$991,009.50

**WHEREAS**, on October 8, 2013, the appointed committee members, Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Larry Cooper, Airport Manager, Councilman Don Mims, reviewed the bids received; and

**WHEREAS**, the above appointed committee members were unanimous in its decision to award the bid to the lowest bidder, **Sun Stream, Inc.**, of Natchitoches, LA in the amount of \$678,079.80.

**NOW, THEREFORE, BE IT ORDAINED** that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.



**CITY OF NATCHITOCHES**  
**PURCHASING DEPARTMENT**

**October 8, 2013**

**Mayor Lee Posey**  
**City Hall**  
**Natchitoches, LA 71457**

**Dear Mayor Posey,**

**The appointed committee of Pat Jones, Edd Lee, Larry Cooper and Don Mims, has reviewed the engineer's recommendation submitted by Mr. Mike Corkern, Professional Engineer, with Airport Development Group, Jackson, MS, on Bid # 0542, for the airport lighting project at Natchitoches Regional Airport.**

**The committee was unanimous in its decision to award the bid to the lowest responsive bidder for Schedules I and II, to Sun Stream, Inc., Natchitoches, LA, with a bid of \$678,079.80. The other bids received for Schedule I and II were from DACO Construction, Norfolk, NE in the amount of \$778,923.00, and Earnest P. Breaux Electrical, New Iberia, LA in the amount of \$991,009.50. The bids received from F & W Electrical Contractors, Floresville, TX and Airfield Western, LLC, Watkinsville, GA were rejected because they did not have their Louisiana contractor's license number on the outside of the envelope as required and were considered non responsive. Their bids were returned unopened.**

**All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.**

**We request ratification of this award at the City Council meeting on October 14, 2013.**

**Sincerely,**

**Pat Jones**  
**Director of Finance**

**Edd Lee**  
**Chief of Staff**

**Don Mims**  
**Councilman At Large**

**Larry Cooper**  
**Airport Manager**

AIRPORT  
DEVELOPMENT  
GROUP INC.



IER1417ROA

October 4, 2013

**Mr. Edd Lee**  
**Director of Purchasing, City of Natchitoches**  
1400 Sabine Street  
Natchitoches, Louisiana 71457

Subject: **Natchitoches Regional Airport**  
**LA DOTD Project No. H.010802**  
**City of Natchitoches Bid No. 0542**  
**Recommendation of Construction Contract Award**

Dear Mr. Lee:

Bid opening was on September 24<sup>th</sup> for the above-referenced project with three bidders, DACO Construction, Earnest P. Breaux Electrical and Sunstream, LLC. A copy of the bid tabulation is enclosed. Sunstream, Inc. (LA Certificate Of Responsibility #24955) was the low bidder of Schedule I, II and III. While the bid was above the Engineer's estimate it was within 10%. The bidder is an experienced contractor and our opinion is that we received a responsive bid with fair prices.

The bid submitted by Sunstream, Inc. meets the following proposal requirements:

- < Submitted the lowest bid for Schedule I, II and III.
- < Submitted a Bid Bond for at least 5 percent of the total bid.
- < Submitted an acceptable Statement of Qualifications.

This project is being funded by the LA DOTD Aviation Section. We have talked with State's Project Manager and she has indicated that funding is only available for Schedules I and II at this time. After taking Schedule III out of the bid, Sunstream, Inc. is still the lowest bidder. Since the bidder met the proposal requirements and seems qualified to construct this project, we recommend award of LA DOTD Project No. H.010802, Schedule I and II and to Sunstream, Inc. in the amount of \$678,079.80. We are requesting concurrence in award from LA DOTD by copy of this letter. Award of the construction contract should be made contingent upon receipt of LA DOTD grant offers.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael B. Corkern".

Michael B. Corkern, Jr., P.E.  
Associate Principal

Enclosures

cc: Mrs. Danielle Gaylor LA DOTD/Aero. (w/encl.)





**Office of the Secretary**

PO Box 94245 | Baton Rouge, LA 70804-9245  
ph: 225-379-1232 | fx: 225-379-1863

**Bobby Jindal**, Governor  
**Sherri H. LeBas**, P.E., Secretary

October 4, 2013

The Honorable Lee Posey  
Mayor, City of Natchitoches  
Post Office Box 37  
Natchitoches, LA 71458

**RE: BID EVALUATION and AWARD RECCOMENDATION  
STATE PROJECT NUMBER: H.010802  
RUNWAY 7/25 LIGHTING REHABILITATION – PHASE II  
REHABILITATE RUNWAY 35 ODALS – PHASE II**

Dear Mayor Posey:

I have reviewed the bid documentation for the above mentioned project at the Natchitoches Regional Airport in Natchitoches, LA. The Louisiana Department of Transportation and Development – Aviation Division concurs with your engineer's summation that Sun Stream, Inc. of Natchitoches, LA is the low bidder for Bid Schedule I & II in the amount of \$678,079.80 and also concurs with your decision to award the contract to Sun Stream, Inc.

Should you have any questions regarding the aforementioned, please contact me at (225) 379-3046 or via e-mail [danielle.gaylor@la.gov](mailto:danielle.gaylor@la.gov).

Sincerely,

DANIELLE GAYLOR  
AVIATION PROGRAM MANAGER

cc. Larry Cooper, Airport Manager  
Edd Lee, City of Natchitoches

Neuchâches Regional Airport  
Neuchâches, Louisiana  
LA DOTD Project Nos. H.010021  
Bid Tabulation

**Schedule I**  
Relocate Runway 25 Threshold, Construct PAPI Systems for Runway 7-25  
Replace Runway 7-25 Edge Lighting, Install REIL for Runway 7, Replace REIL for Runway 17  
Replace Runway 17-35 and Sign Home-run Circuits, Upgrade Airfield Lighting Vault

Item	Description	Quantity	Unit	Engineer's Estimate		DACO Construction		Earmark P. Bureau Electrical		Sun Stream	
				Unit	Estimated Price	Unit	Estimated Price	Unit	Estimated Price	Unit	Estimated Price
P-100	Mobilization (not to exceed 10% per schedule)	1	L.S.	48,000.00	48,000.00	34,273.00	34,273.00	36,500.00	36,500.00	12,880.00	12,880.00
L-108a	Cable, 1/C #8, 5KV L-824C	53440	L.F.	1.10	80,984.00	1.95	108,108.00	1.21	87,082.40	1.16	84,310.40
L-108b	Cable, 1/C #8 Bare Solid Counterpoise System	13840	L.F.	1.00	13,840.00	1.50	20,760.00	1.23	17,023.20	0.76	10,518.40
L-108c	Cable, Twisted Pair Sync. #12 AWG, TH-HN	400	L.F.	1.00	400.00	0.40	160.00	1.47	588.00	1.00	400.00
L-108a	Lighting Vault Building Modifications	1	L.S.	40,000.00	40,000.00	36,834.00	36,834.00	45,480.00	45,480.00	18,000.00	18,000.00
L-109b	Install L-828 Constant Current Regulator	3	Ea.	12,500.00	37,500.00	15,833.00	46,898.00	15,868.00	47,804.00	21,589.12	64,787.36
L-108c	Install L-821 Airfield Lighting Control System	1	L.S.	12,500.00	12,500.00	17,878.00	17,878.00	18,679.00	18,679.00	37,184.00	37,184.00
L-110a	One-Way, Two-Inch HDPE Bored Duct	16590	L.F.	4.00	66,360.00	6.50	91,245.00	13.11	217,494.90	3.90	64,701.00
L-110b	Two-Way, Four-Inch HDPE Bored Duct	340	L.F.	25.00	8,500.00	48.00	15,840.00	57.20	19,448.00	35.30	12,002.00
L-110c	L-887 Size D Pull Box	7	Ea.	850.00	4,550.00	688.00	4,816.00	1,735.00	12,145.00	810.00	4,270.00
L-110d	Remove L-881 Elevated Edge Light	8	Ea.	1,900.00	15,200.00	3,250.00	26,000.00	1,916.00	15,328.00	1,788.00	14,288.00
L-125a	Remove L-881 Base Mount Runway Threshold Light (LED)	87	Ea.	200.00	17,400.00	30.00	2,100.00	513.00	46,761.00	234.00	22,656.00
L-125b	Install L-881 Base Mount Runway Threshold Light (LED)	18	Ea.	1,500.00	27,000.00	1,348.00	21,838.00	1,887.00	28,672.00	1,872.00	31,552.00
L-125c	Install L-881 Base Mount Runway Edge Light (LED)	40	Ea.	1,500.00	60,000.00	1,288.00	51,840.00	1,670.00	74,800.00	1,171.45	46,858.00
L-125d	Install L-881 Base Mount Taxiway Edge Light (LED)	41	Ea.	1,500.00	61,500.00	1,040.00	42,940.00	1,548.00	63,468.00	728.90	29,757.80
L-128a	Install Runway End Identifier Light System (LED) (Complete)	1	Ea.	18,000.00	18,000.00	22,200.00	22,200.00	17,204.00	17,204.00	23,500.00	23,500.00
L-128b	Install Runway End Identifier Light System (LED) (Existing Base)	1	Ea.	13,000.00	13,000.00	18,847.00	18,847.00	15,418.00	15,418.00	21,243.04	21,243.04
L-132	Construct L-881 Style B PAPI System	2	Ea.	15,000.00	30,000.00	18,302.00	36,604.00	10,751.00	21,502.00	8,750.00	17,500.00
					528,534.00		598,991.00		756,485.50		494,460.00

**Schedule II**  
Replace ODAI System, ODAI Power and Controls

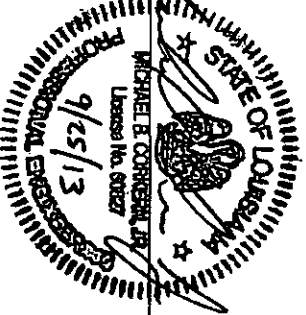
Item	Description	Quantity	Unit	Engineer's Estimate		DACO Construction		Earmark P. Bureau Electrical		Sun Stream	
				Unit	Estimated Price	Unit	Estimated Price	Unit	Estimated Price	Unit	Estimated Price
P-100	Mobilization (not to exceed 10% per schedule)	1	L.S.	8,818.40	8,818.40	11,156.00	11,156.00	10,700.00	10,700.00	5,880.00	5,880.00
L-108a	Cable, 1/C #8, 5KV L-824C	13040	L.F.	1.10	14,344.00	1.95	25,428.00	1.21	15,778.40	1.16	15,128.40
L-108b	Cable, 1/C #8 Bare Solid Counterpoise System	3590	L.F.	1.00	3,590.00	1.50	5,385.00	1.23	4,416.70	0.76	2,728.40
L-108c	Cable, Twisted Pair Sync. #12 AWG, TH-HN	1900	L.F.	1.00	1,900.00	0.40	780.00	1.47	2,793.00	1.00	1,900.00
L-109b	Install L-828 Constant Current Regulator	1	L.S.	12,500.00	12,500.00	16,671.00	16,671.00	15,868.00	15,868.00	21,589.00	21,589.00
L-109d	Remove Existing ODAI Regulator and Shelter	1	Ea.	2,000.00	2,000.00	2,450.00	2,450.00	2,300.00	2,300.00	605.00	605.00
L-110a	One-Way, Two-Inch HDPE Duct	3590	L.F.	4.00	14,360.00	6.50	19,745.00	13.11	47,064.80	3.90	14,001.00
L-110b	L-887 Size D Pull Box	6	Ea.	500.00	3,000.00	688.00	4,128.00	1,736.00	10,410.00	610.00	3,660.00
L-128c	Paint and Repair ODAI Towers, Provide Tower Supports, Replace Cracked	1	L.S.	6,000.00	6,000.00	21,220.00	21,220.00	38,974.00	38,974.00	15,122.00	15,122.00
L-128d	Replace ODAI System Power and Control Unit and Flash Head	7	Ea.	5,500.00	38,500.00	10,427.00	72,889.00	10,730.00	76,110.00	14,714.00	102,986.00
					108,813.40		179,932.00		224,514.00		183,818.80

### Replace Runway 17-35 Edge Lights

Item	Description	Quantity/Unit	Engineer's Estimate		DACO Construction		Earnest P. Breaux Electrical		Sun Stream	
			Unit	Estimated	Unit	Estimated	Unit	Estimated	Unit	Estimated
P-100 Mobilization (not to exceed 10% per schedule)		1 L.S.	8,400.00	8,400.00	3,932.00	3,932.00	3,600.00	3,600.00	4,250.00	4,250.00
L-175E Install L-981E Elevated Threshold Light (LED) (Existing Base)		18 Ea.	1,000.00	18,000.00	755.00	12,080.00	874.00	10,784.00	945.00	15,120.00
L-125F Install L-981 Low Profile Edge Light (LED) (Existing Base)		47 Ea.	1,000.00	47,000.00	1,087.00	51,569.00	1,010.00	47,470.00	1,391.23	65,387.81
L-125g Install L-981T Elevated Trolley Edge Light (LED) (Existing Base)		21 Ea.	1,000.00	21,000.00	943.00	11,403.00	458.00	9,578.00	963.00	13,923.00
				82,400.00		78,974.00		71,330.00		86,680.81
TOTAL			726,747.40		857,897.00		1,062,339.50		776,760.61	

F&W Electrical Contractors, Inc. and Airfield Western, LLC both turned in bids; however, they did not include their Louisiana Certificate of Responsibility number on the outside of the sealed envelope. This was required as stated in the specifications on pages 1-2 and 1-4; therefore, their bid was not opened and is being returned unopened. A pdf. copy of the outside of their bids is included as an attachment.

herby certify that the above bids were received by the City of Natchitoches and opened September 24, 2013 at 11:00 am and that the above tabulation is a true and accurate accounting of the Bid Proposals.



The following Ordinance was Introduced by Mr. Nielsen and Seconded by Ms. Morrow as follows, to-wit:

**ORDINANCE NO. 044 OF 2013**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LEE POSEY, TO ENTER INTO A BANKING SERVICES AGREEMENT WITH MIDSOUTH BANK AND APPROVING OF THE TERMS AND CONDITIONS OF SAME ALL AFTER DUE COMPLIANCE WITH THE LAW AND FURTHER PROVIDING FOR ADVERTISING AND FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Natchitoches, Louisiana (sometimes hereinafter City) is a political subdivision of the State of Louisiana being a Home Rule Charter municipality created pursuant to the Constitution and Revised Statutes of the State of Louisiana; and

**WHEREAS FURTHER**, the City solicited proposals for banking services under RFP # 0198, dated July 15, 2013, and has received and reviewed proposals from City Bank & Trust Co. and Midsouth Bank; and

**WHEREAS FURTHER**, the proposals have been reviewed by a committee of Patrick Jones, Shawna Straub, Edd Lee and Don Mims, who identified the proposal from Midsouth Bank as the most beneficial to the City; and

**WHEREAS FURTHER**, after hearing the report of the Committee, the City Council of the City of Natchitoches is of the opinion that it is in the best interest of the City to enter into the Banking Services Agreement with Midsouth Bank, and desires to authorize Mayor Lee Posey to execute the Banking Services Agreement and all attachments thereto and any other document that may be required to complete the transaction; and

**NOW THEREFORE BE IT ORDAINED** by the City Council in regular session convened as follows:

1.) That the recommendations of the Committee are accepted, and the City Council of the City of Natchitoches does approve of the proposal submitted on behalf of Midsouth Bank.

2.) That the Honorable Mayor, Lee Posey, be and he is hereby authorized and empowered to execute the Banking Services Agreement and all attachments thereto and any other document that may be required to complete the transaction on behalf of the City, all in accordance with the general terms and conditions set forth in this Ordinance. The said Mayor is hereby given full and complete authority to incorporate in said instrument such terms, conditions, and agreements as may be necessary to protect the interest of the City in substantial compliance with the general terms and conditions set forth in this Ordinance.

3.) That if any part of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

4.) That this Ordinance shall go into effect immediately after publication according to law.

5.) That all Ordinances in conflict herewith are hereby repealed.

6.) That this Ordinance be advertised in accordance with law.

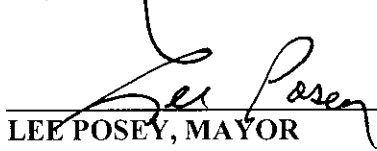
7.) That this Ordinance be introduced at a Regular Meeting of the City Council on September 23, 2013, duly advertised and a final voting being called for at the next Regular Meeting of the City Council scheduled October 14, 2013.

**THIS ORDINANCE** was introduced on September 23, 2013 and published in the *Natchitoches Times* on September 28, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

<b>AYES:</b>	<b>Stamey, Morrow, Payne, Nielsen, Mims</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 14<sup>th</sup> day of October, 2013.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

  
\_\_\_\_\_  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 15<sup>th</sup> day of October, 2013 at 10:00 A.M.



# CITY OF NATCHITOCHES

## PURCHASING DEPARTMENT

September 18, 2013

Mayor Lee Posey  
City Hall  
700 Second Street  
Natchitoches, LA 71457

Re: RFP Number 0198 – Banking Services

The appointed committee of Patrick G. Jones, Shawna Straub, Edd Lee and Don Mims has reviewed two (2) proposals for banking services for a three (3) year period beginning November 1, 2013. There is an option at the City's discretion to renew the contract for two (2) consecutive one (1) year periods.

The committee was unanimous in its decision to award the banking services agreement to Midsouth Bank. The other bank that submitted a proposal was City Bank & Trust Co.

All proposals are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the proposals may do so at that location.

We request ratification of this award at the next meeting of the City Council.

Very truly yours,

Patrick G. Jones  
Director of Finance

Shawna G. Straub  
Asst. Director of Finance

Edd Lee  
Chief of Staff

Don Mims  
Councilman at Large

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Stamey as follows, to-wit:

**ORDINANCE NO. 045 OF 2013**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO EXECUTE AN ADDENDUM TO THAT TIME CONTRACT FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE, AND RECYCLABLE MATERIALS IN THE CITY OF NATCHITOCHES, LOUISIANA, ENTERED INTO WITH PROGRESSIVE WASTE SOLUTIONS OF LA, INC., TO PROVIDE FOR EQUIPMENT THAT WILL OPERATE ON COMPRESSED NATURAL GAS AND PROVIDE FOR THE APPROPRIATE FUEL CHARGE.**

**WHEREAS**, by Ordinance Number 39 of 2013, the City Council of the City of Natchitoches, Louisiana, (sometimes hereinafter referred to as "City") approved a Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Material in the City of Natchitoches, Louisiana (hereinafter sometimes referred to as "Contract") with Progressive Waste Solutions of LA, Inc.; and

**WHEREAS FURTHER**, the Contract was executed by Mayor Lee Posey on behalf of the City of Natchitoches, on the 12th day of September, 2013; and

**WHEREAS FURTHER**, since the approval and execution of the Contract, the parties have discovered that the Contract did not provide for the use of collection vehicles that run on Compressed Natural Gas (sometimes hereinafter "CNG") as was contemplated in the negotiations between the parties; and

**WHEREAS FURTHER**, the Fuel Surcharge provision in the Contract was for diesel fuel rather than CNG and the Contract should be amended to provide for the appropriate fuel; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the attached Addendum to Time Contract and has approved same; and

**WHEREAS FURTHER**, the City Council desires to authorize the Mayor of the City of Natchitoches to execute the Addendum to Time Contract on behalf of the City of Natchitoches; and

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, as follows:

**SECTION 1.** The Mayor of the City of Natchitoches, Louisiana, Lee Posey is hereby authorized to execute the Addendum to Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Material in the City of Natchitoches, Louisiana with Progressive Waste Solutions of LA, Inc., which is attached hereto.

**SECTION 2.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**SECTION 3.** If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.

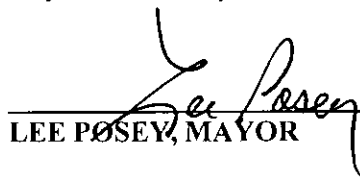
**SECTION 4.** This Ordinance shall go into effect upon publication and in accordance with law.

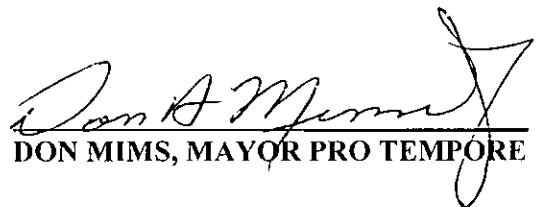
**THIS ORDINANCE** was introduced on September 23, 2013 and published in the *Natchitoches Times* on September 28, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

<b>AYES:</b>	<b>Stamey, Morrow, Payne, Nielsen, Mims</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 14<sup>th</sup> day of October, 2013.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

  
\_\_\_\_\_  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 15<sup>th</sup> day of October, 2013 at 10:00 A.M.



## ADDENDUM TO TIME CONTRACT

This **ADDENDUM TO TIME CONTRACT** (the "Addendum") is entered into as of the 14<sup>th</sup> day of October, 2013 by and between Progressive Waste Solutions of LA, Inc., a Delaware corporation (the "Service Provider"), and the City of Natchitoches, Louisiana (the "City").

### RECITALS:

**WHEREAS**, the City and Service Provider entered into that certain Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials in the City dated September, 2013 (the "Agreement", attached hereto as Exhibit "A"); and

**WHEREAS**, the Service Provider and the City mutually desire that certain changes be made to the Agreement, as more fully described herein.

### AGREEMENT:

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and in the Agreement, the City and Service Provider hereby agree as follows:

1. Fuel Surcharge. Section 11.E. of the Agreement is hereby deleted in its entirety and replaced with the following:

"The Service Provider shall add a Fuel Surcharge (as defined below) to the Monthly Statement for any month in which the average price of CNG fuel during the previous month exceeded \$1.75 per gallon of CNG. In establishing the rates in Section 10 hereof for the Services, the parties used \$1.60 per gallon of CNG ("Base Price"), and the Service Provider estimated that the monthly CNG fuel cost for the Services would be \$9,200 ("Initial Monthly Fuel Cost"); therefore, such amounts shall be used for the purposes of calculating any Fuel Surcharge charged to the City. The average price of CNG fuel for any month (each, an "Average Monthly Price") shall be the average of the monthly CNG fuel prices actually paid by the Service Provider during such month for the vehicles providing the Services under this Agreement. Lott Oil Company of Natchitoches will submit a CNG posted price, monthly, to the City of Natchitoches and Progressive Waste Solutions. This posted price will be used to determine the monthly fuel price per gallon.

In accordance with the chart below, each Average Monthly Price has a corresponding Trigger Price which will be used to calculate the applicable Fuel Surcharge. In the event that the Average Monthly Price exceeds \$2.74 per gallon, the Fuel Surcharge shall be calculated in the same manner. Each Fuel Surcharge shall be effective during the calendar month immediately following the calendar month for which such Fuel Surcharge was determined. The Fuel Surcharge for any calendar month (each, a "Fuel Surcharge") shall be calculated in accordance with the formula and schedule below:

Fuel Surcharge = ((Trigger Price – Base Price) / Base Price) x Initial Monthly Fuel Cost

Average Monthly Price	Trigger Price	Fuel Surcharge
\$1.75 - \$1.84	\$1.75	\$862.50
\$1.85 - \$1.94	\$1.85	\$1,437.50
\$1.95 - \$2.04	\$1.95	\$2,012.50
\$2.05 - \$2.14	\$2.05	\$2,587.50
\$2.15 - \$2.24	\$2.15	\$3,162.50
\$2.25 - \$2.34	\$2.25	\$3,737.50
\$2.35 - \$2.44	\$2.35	\$4,312.50
\$2.45 - \$2.54	\$2.45	\$4,887.50
\$2.55 - \$2.64	\$2.55	\$5,462.50
\$2.65 - \$2.74	\$2.65	\$6,037.50

*For Example:*

*Assume the total cost of CNG to Service Provider in January is \$6,762.00 and Service Provider uses 3,220 gallons of CNG in such month*

*Average Monthly Price for January = \$6,762/3,220 = \$2.10*

*Fuel Surcharge = ((\$2.05 - \$1.60) / \$1.60) x \$9,200)*

*Fuel Surcharge = \$2,587.50 assessed in February”*

2. Vehicles and Equipment. Section 26 of the Agreement is hereby amended as follows:

- (a) The current paragraph shall be known as Section 26.A. and shall have the subheading “Generally”.
- (b) The following paragraph is hereby added as Section 26.B.:

“CNG Vehicles. It is understood by the City that the Service Provider will be purchasing three (3) Compressed Natural Gas (“CNG”) vehicles for use under this Agreement upon the reliance of the City’s statement that Lott Oil Company will have a new CNG fueling facility (the “Fueling Facility”) operational within the City prior to January 1, 2014 and that the Service Provider will be able to fuel its CNG vehicles at such Fueling Facility. The City acknowledges and agrees that in the event the Fueling Facility is not operational by January 1, 2014, and a mobile CNG fueling unit cannot be provided within the City at no additional cost to the Service Provider, the City shall be responsible for paying the Service Provider an additional \$984.00 per week (the “CNG Transportation Cost”) to compensate the Service Provider for traveling to the nearest CNG fueling

station in Armstead, LA until the Fueling Facility is operational or a mobile CNG fueling unit can be provided. If at any time during the term of this Agreement, the Fueling Facility is non-operational or cannot provide the necessary amount of CNG to Service Provider to fuel its trucks providing the Services under this Agreement, and a mobile CNG fueling unit is unavailable to the Service Provider at no additional cost, the City shall be responsible for paying the CNG Transportation Cost to the Service Provider for such period of time."

3. Reaffirmation. Except as set forth in this Addendum, the terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall control.

4. Counterparts; Facsimile Signatures. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument representing this Addendum between the parties hereto, and it shall not be necessary for the proof of this Addendum that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

5. Acceptance. PASSED AND APPROVED BY THE CITY OF NATCHITOCHES COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF LOUISIANA AND ALL OTHER APPLICABLE LAWS THIS 14<sup>th</sup> DAY OF October, 2013, THUS DONE AND PASSED BEFORE THE PARTIES BEFORE THE UNDERSIGNED NOTARY PUBLIC AND SUBSCRIBING WITNESSES, AT NATCHITOCHES, LOUISIANA ON THIS THE 16<sup>th</sup> DAY OF October, 2013.

ATTEST:

Stacy McClure

CITY OF NATCHITOCHES, LOUISIANA

Lee Posey  
By: Mayor Lee Posey

PROGRESSIVE WASTE SOLUTIONS OF  
L.A., INC.

Shamah Weir

Bruce Emley  
Bruce Emley, Area Manager

Em R Lee

NOTARY PUBLIC

Print Name Edd R. Lee

Notary # 15749

RESOLUTION NUMBER: 078

DATE: October 14, 2013

The City of Natchitoches of the Parish of Natchitoches met in regular session on this date. The following resolution was offered by Ms. Morrow and seconded by Mr. Nielsen as follows:

**RESOLUTION**

A resolution authorizing the Mayor to execute an Agreement with the Louisiana Department of Transportation and Development (LA DOTD) for improvements at the Natchitoches Regional Airport.

**WHEREAS**, Act 451 of the 1989 Regular Session of the Louisiana Legislature authorized the financing of certain airport improvements from funds appropriated from the Transportation Trust Fund; and

**WHEREAS**, the City of Natchitoches has requested funding assistance from the LA DOTD to/for Rehabilitate Terminal Apron – Phase II; and

**WHEREAS**, the stated project has been approved by the Louisiana Legislature and the LA DOTD is agreeable to the implementation of this project and desires to cooperate with the City of Natchitoches according to the terms and conditions identified in the attached Agreement; and

**WHEREAS**, the LA DOTD will provide the necessary funding for the Rehabilitate Terminal Apron – Phase II and reimburse the sponsor up to \$233,009.00 of project cost.

**NOW THEREFORE, BE IT RESOLVED** by the City of Natchitoches that it does hereby authorize the Mayor to execute an Agreement for the project identified as AIP No. 3-22-0034-018-2013 and SPN H.010807, more fully identified in the Agreement attached hereto.

This resolution shall be in full force and effect from and after its adoption.

The aforesaid resolution, having been submitted to a vote, the vote thereon was follows:

The aforesaid resolution, having been submitted to a vote, the vote thereon was follows:

**YEAS:** Payne, Nielsen, Mims, Stamey, Morrow

**NAYS:** None

**ABESENT:** None

**WHEREUPON**, the Resolution was declared adopted on the 14<sup>th</sup> day of October 2013.

**CITY OF NATCHITOCHES**

BY: Lee Posey  
(Signature)

Lee Posey  
(Typed or Printed Name)

TITLE: Mayor

ATTEST: Stacy McClureaux  
(Signature)

TITLE: Clerk

STATE OF LOUISIANA  
**DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT**

AGREEMENT

STATE PROJECT NO. H.010807  
A.I.P. NO. 3-22-0034-018-2013  
REHABILITATE TERMINAL APRON – PHASE II  
NATCHITOCHES REGIONAL AIRPORT  
NATCHITOCHES PARISH

THIS AGREEMENT, made and executed in two (2) original copies on this 7<sup>th</sup> day of November, 2013, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as "DOTD", and the **City of Natchitoches**, a political subdivision of the State of Louisiana, responsible for all matters pertaining to the **Natchitoches Regional Airport**, hereinafter referred to as "Sponsor";

WITNESSETH: That;

WHEREAS, the Sponsor has requested funding assistance to finance certain improvements at the **Natchitoches Regional Airport** as described herein; and,

WHEREAS, Act 451 of the 1989 Regular Session of the Louisiana Legislature, authorized the financing of the certain airport improvements from funds appropriated from the Transportation Trust Fund; and,

WHEREAS, the Louisiana Legislature has granted approval of the project as listed in the **2011-2012 (15GA), 2013-2014 (18GA) and Underun Funds Aviation Needs and Project Priority Program**; and

WHEREAS, reimbursement for project costs will not exceed the estimated project cost as approved by the legislature and allocated to the DOTD Aviation Program for the fiscal year in which the project was approved by the legislature, unless DOTD agrees to participate in the increase and additional funds become available; and

WHEREAS, DOTD is agreeable to the implementation of this project and desires to cooperate with the Sponsor provided certain requirements are adhered to as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

## ARTICLE I - PROJECT DESCRIPTION

1.1 The improvement that is to be undertaken under this project will consist generally of **rehabilitation of the terminal ramp**.

1.2 The project numbers and title of this agreement will be used for identification purposes on all correspondence, plans, progress reports, invoices, et cetera, prepared in the performance of these services.

## ARTICLE II - PROJECT RESPONSIBILITY

2.1 DOTD employees will not be required to supervise or perform such other services in connection with the development of this project except as specifically set forth herein; however, the Sponsor will assume full responsibility and Sponsorship for the project development and shall hold DOTD harmless in the event of any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this agreement.

## ARTICLE III – CERTIFICATION AND COMPLIANCE

3.1 Sponsor certifies by the signing of this agreement that each phase of this project, as well as all documents associated with this project, will be completed in accordance with all applicable Federal and State guidelines and/or regulations. It is solely the responsibility of the Sponsor to certify the appropriate development, completion and authenticity of all work and documents required of the Sponsor throughout this project. Three (3) separate Sponsor Certifications incorporated by reference herein and attached to and made part of this agreement, shall be completed, signed and sent to DOTD after each specified phase of the project as indicated in the Certifications attached hereto.

3.2 DOTD does not provide certification of any document nor work performed and is not responsible for same in accordance with Article II as stated above.

## ARTICLE IV – FUNDING

4.1 Except for services hereinafter specifically listed to be furnished at the expense of the Federal Aviation Administration (hereinafter referred to as FAA), DOTD or the Sponsor, the cost of this project will be shared between FAA and DOTD, with DOTD contributing an amount not to exceed **\$233,009.00**. With a written request from the Sponsor, DOTD may authorize, via letter, the approval of reimbursements over the amount here specified in accordance with R.S. 2:806.A, 2:807.B and 2:810. **All such overages may not be approved until after the project is complete and at the end of the State's fiscal year, to determine if funds are available after all higher priorities have been considered.** The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.

4.2 The continuation of this agreement is contingent upon the appropriation of funds by the Louisiana Legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such

appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

#### ARTICLE V – TAXES

5.1 Sponsor agrees that the responsibility for payment of taxes, if any, from the funds received under this agreement, supplements and/or legislative appropriation shall be the Sponsor's obligation and shall be identified under Federal Tax Identification Number shown on the signature page.

#### ARTICLE VI - COST REIMBURSEMENTS

6.1 The Sponsor shall submit its request for reimbursement on the approved LADOTD-Aviation Division form titled LADOTD REQUEST FOR REIMBURSEMENT FOR AIRPORT PROGRAMS, and only for work that has been completed and for eligible expenses incurred that have been paid in full by the Sponsor. The request for reimbursement shall not exceed one (1) submittal per month; and shall be not less than the amount of \$250.00 (state share), except for the final Request for Reimbursement, which can be for any remaining amount.

6.2 The Sponsor shall maintain invoices and copies of the checks for invoice payments for reimbursement. Both the engineer and Sponsor shall certify that the completed work shown on each payment request is an accurate representation of the work accomplished during the estimated period and that the work substantially complies with the plans and specifications. All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Program Manager and/or Audit Officer. The Sponsor shall withhold retainage in accordance with State Law (i.e., 10% up to \$500,000 and 5% thereafter).

6.3 The Sponsor acknowledges that DOTD will not participate in the cost of those items not constructed in accordance with the plans and specifications. In this event, the Sponsor will be obligated to assume full financial responsibility.

6.4 The Sponsor shall submit all final billings for all phases of work within three months after the final inspection of the project unless prior arrangements have been made with DOTD. Failure to submit these billings prior to the completion of this three-month period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Sponsor.

6.5 The Sponsor shall reimburse DOTD any and all amounts, which may be cited by DOTD due to the Sponsor's noncompliance with Federal/State laws and/or regulations. The cited amounts reimbursed by the Sponsor shall be returned to the Sponsor upon clearance of the citation(s). Additionally, no new projects will be approved until such time as the cited amount is reimbursed to DOTD.

6.6 DOTD's participation in the project shall in no way be construed to make DOTD a party



to the contract between the Sponsor and its consultant/contractor.

#### ARTICLE VII – COST RECORDS

7.1 The Sponsor and all others employed by it in connection with this project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall keep such material available at their respective offices at all times during the contract period and for three years from the date of final payment for the project. Additionally, all such materials shall be available for inspection by DOTD, the Legislative Auditor, the FAA, or any authorized representative of the federal government under applicable state and federal regulations, at all reasonable times during the contract period and for three years from the date of final payment.

#### ARTICLE VIII – ENGINEERING

8.1 The Sponsor is responsible for assuring all necessary surveys, engineering reports, plans, specifications and cost estimates for the project are in accordance with the applicable FAA/DOTD requirements, and the sponsor shall submit one (1) copy of the executed Engineering Service Agreement to DOTD along with Sponsor Certification #1 which is incorporated by reference herein and attached to and made a part of this agreement.

#### ARTICLE IX – REAL PROPERTY ACQUISITION

9.1 Real Property Acquisition is addressed in the Sponsor Certification #2 incorporated by reference herein and attached to and made a part of this agreement. This Sponsor Certification must be submitted to DOTD after real Property is acquired or leased, or a contract has been executed thereto.

9.2 If any funds covered by this agreement are to be used for the purchase of immovable property, the Sponsor shall have prepared a Phase I Environmental Site Assessment of the property. This assessment shall be prepared in accordance with the latest edition of ASTM E 1527, by an experienced environmental consultant qualified to perform the assessment. Any purchase agreement shall contain an agreement by the seller that it shall warrant and guarantee to the Sponsor that the property is free of all hazards identified by the environmental assessment as existing or suspected and this guarantee shall be a part of any act of sale for the immovable property. A copy of the environmental assessment and a certified copy of the purchase agreement, containing the warranty and/or guarantee, shall be provided to DOTD. Where land acquisition is a pre-requisite to construction, the Sponsor shall provide DOTD with proof of ownership prior to starting construction.

#### ARTICLE X - BID PROCESS

10.1 Construction projects shall be advertised in accordance with Louisiana Revised Statutes.

10.2 Sponsor shall solicit bids for the services, labor and materials needed to construct the project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, et seq., applicable to political subdivisions of the State. Sponsor shall also keep a

procurement file relative to the necessary acquisition of services, labor and materials needed to complete the project. DOTD may request review of the documents at any time. Sponsor shall maintain copies of the three lowest bidders' proposal sheets and bid bonds. The Sponsor shall also maintain:

1. The bid tabulation, including engineer's estimate, verified by the Sponsor.
2. Contractor's Equal Employment Opportunity plan.
3. A statement of contractor's qualifications.
4. Proof of publication of the advertisement for bids.
5. A non-collusion affidavit.
6. The Sponsor's official action, recommending acceptance of the bid submitted by the lowest qualified bidder.

10.3 The award of a contract shall be made within 30 calendar days of the date specified for public opening of bids, unless extended by the Sponsor. The contract and bond shall be recorded in the Clerk of Court's office for the parish or parishes where the project is to be constructed.

10.4 Following the execution of the contract, the Sponsor shall send to DOTD one copy of the executed contract, and project's bid set specifications with the plans bound in the specifications book as an attachment on 11" x 17" fold-out paper. The Sponsor shall also maintain insurance certificates and proof of recordation of the original contract performance bond.

#### ARTICLE XI – CONSTRUCTION

11.1 The Sponsor shall provide technical administration and inspection including testing during the project construction. The Sponsor may utilize its consultant to provide these services through preparation of a supplemental agreement to the original ESA or may hire a third party to provide these services.

11.2 A pre-construction meeting shall be held at the airport within fifteen (15) working days after the FAA has given approval to start construction. Construction contracts need not be signed prior to the pre-construction meeting, but must be signed prior to starting work. The Sponsor (or consultant) shall host the meeting and follow the current DOTD/FAA Pre-Construction Check-List. Within five (5) days following the meeting, copies of the Pre-Construction Check-List, along with minutes of the meeting, shall be sent to all parties requesting copies. Tenants shall be notified of the pre-construction meeting and status meetings. They shall also be notified in writing ten (10) working days prior to any planned runway/airport closures. Periodic inspections may be made by DOTD.

11.3 The Sponsor is responsible for maintaining project construction records in accordance with DOTD standards for a minimum of three (3) years. All construction directives, procedures,

and documents of pay records shall be available for inspection by DOTD.

11.4 The project specifications shall be used as the basis for all construction. If there is an error or discrepancy in the specifications, the policies and procedures of FAA and/or DOTD shall be used to make corrections. A plan change shall be required, and the Sponsor may be liable for any additional cost. DOTD may participate in such eligible cost, only if funds are available. The ability of DOTD to participate in the financial cost increase may be reviewed after the project is complete and at the end of the State's fiscal year, to determine if funds are available.

## ARTICLE XII – CIVIL RIGHTS

12.1 The Sponsor agrees that the project shall be developed in full, in accordance with the principles and intents contained in DOTD's latest Title VI Plan and that the same or closely related procedures providing for involvement of the Sponsor designated civil rights specialist in appropriate key stages of project development as identified in the aforementioned Title VI Plan, will be followed.

12.2 Further, the Sponsor agrees that its own employment policies and practices shall afford fair and nondiscriminatory employment opportunities to all employees and applicants for employment and that a viable affirmative action program is maintained in the interest of increasing employment opportunities for minorities, women and other disadvantaged persons. It is understood that the Sponsor, as a recipient of federal financial assistance under this agreement, is subject to monitoring and review of its civil rights activities by DOTD and agrees to cooperate with DOTD officials in the achievement of civil rights objectives prescribed in the agreement and in any contracts resulting herefrom.

## ARTICLE XIII – DBE REQUIREMENTS

13.1 It is the policy of the U.S. Department of Transportation that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this project.

13.2 The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR 26, have maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. The Sponsor or its contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts. The Sponsor or its contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

13.3 The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD, or other such remedy, as

DOTD deems appropriate.

13.4 The Sponsor or its contractor shall utilize the services of banks in the community, which are owned and controlled by minorities, when feasible and beneficial.

13.5 The above requirements shall be expressly included in and written in all subcontracts entered by the Sponsor or contractor.

ARTICLE XIV – FINAL INSPECTION, ACCEPTANCE, REIMBURSEMENT & SPONSOR  
CERTIFICATION

14.1 FINAL INSPECTION: The Sponsor shall schedule and conduct an inspection of the project no later than ten (10) working days after substantial completion. The Sponsor shall give notification of the inspection, in writing, at least five (5) working days in advance of the inspection to DOTD, the contractor, FAA and other attendees as appropriate. If deficiencies are discovered during the inspection, the Sponsor shall document the deficiencies, determine a dollar value and coordinate completion dates with the contractor for correcting the deficiencies. Once all the deficiencies are corrected the Sponsor will conduct a final inspection and determine that they have been corrected. The Sponsor shall then prepare the Letter of Acceptance.

14.2 Forty-five (45) days after recording the final acceptance of the project, the contractor shall submit to the Sponsor a Clear Lien Certificate from the Recorder's office of the parish or parishes in which the work was performed. If the contractor is unable to obtain a Clear Lien Certificate, the Sponsor may deposit the retainage with the court of competent jurisdiction.

14.3 The Sponsor's Letter of Acceptance shall include the following:

1. The (Sponsor) is satisfied with and accepts the project as accomplished by the contractor, \_\_\_\_\_, who has satisfactorily completed all requirements of the contract.
2. The final Reimbursement Request of \$\_\_\_\_\_ is enclosed and verifies all amounts remaining due and the release of retainage.

14.4 The Sponsor shall also submit with the Letter of Acceptance the following:

1. An updated Airport Layout Plan (ALP), if applicable; and
2. Upon completion of the project, the consultant shall prepare as-built plans and specifications with final quantities for the project, to include any changes made to the original design during construction, on a CAD CD. These shall be labeled with the state project number, project description and airport name. Electronic files shall not be compressed for mailing; and
3. Sponsor Certification #3 incorporated by reference herein, and attached to and made a part of this agreement, which must be completed and signed.

14.5 DOTD will not approve the Sponsor's request for the final reimbursement until each of the above items are received and are satisfactorily completed.

Title to the project right-of-way shall be vested in the Sponsor and shall be subject to DOTD and FAA requirements and regulations concerning operations, maintenance, abandonment, disposal, and encroachments.

#### ARTICLE XV - OPERATION & MAINTENANCE RESPONSIBILITY

15.1 Upon final acceptance of the project, the Sponsor shall assume ownership of the improvements and assume all operations and maintenance costs of the facilities for a period of not less than twenty (20) years. Non-aviation activities shall require written approval from DOTD.

15.2 Should the Sponsor choose to begin operations prior to executing the Letter of Acceptance, the Sponsor then assumes full responsibility for such actions.

#### ARTICLE XVI – HOLD HARMLESS AND INDEMNITY

16.1 Sponsor agrees and obligates itself, its successors and assigns, to defend, indemnify, save, protect and hold forever harmless and provide a defense for DOTD, its officials, officers and employees against any and all claims that may be asserted by any persons or parties resulting from violation by the Sponsor, its employees, agents and/or representatives of the requirements of all State laws applicable to the project. Further, Sponsor agrees that it shall hold harmless and indemnify, and provide a defense for DOTD, its officials, officers and employees, against any and all claims, demands, suits, actions (ex contractu, ex delictu, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs, to any party or third person including, but not limited to, amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of Sponsor or any of the above, growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Sponsor, its employees, servants, contractors, or any person engaged in or in connection with the engineering services, construction and construction engineering required or performed by the Sponsor hereunder including, but not limited to, any omissions, defects or deficiencies in the plans, specifications or estimates or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction, or construction engineering cost incurred or any other claim of whatever kind or nature arising from, out of, or in any way connected with the project, to the extent permitted by law.

16.2 Nothing herein is intended, nor shall be deemed to create, a third party beneficiary to any obligation by DOTD herein, or to authorize any third person to have any action against DOTD arising out of the agreement.

#### ARTICLE XVII – CANCELLATION

17.1 The terms of this agreement shall be binding upon the parties hereto until the work has been completed and accepted, and all payments required to be made to the Sponsor have been made. This agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.

2. By the Sponsor should it desire to cancel the project prior to the receipt of bids, provided any cost that has been incurred for the preparation of plans shall not be eligible for reimbursement by DOTD or FAA.
3. By DOTD due to the lack of available State or Federal funding for the project.

ARTICLE XVIII – AMENDMENT

18.1 The parties hereto agree that any change in the project shall be in writing and signed by both parties. DOTD funding participation increases will be approved via letter from DOTD.

18.2 IN WITNESS HEREOF, the parties hereto have caused these presents to be executed by their respective officers, who are authorized to execute any and all subsequent documents relative to this project, and whose authority is deemed to be continuing as of the day and year first above written. Certification of this document is by Sponsor's Resolution herein included.

WITNESSES:

CITY OF NATCHITOCHES

Stacy McQuary  
(Witness for First Party)

BY:

Lee Posey  
(Signature)

Hannah Wenniger  
(Witness for First Party)

Lee Posey  
Typed or Printed Name

Mayor  
Title

726000931  
Sponsor's Federal Identification Number

**WITNESSES:**

Vickie Carter

(Witness for Second Party)

Karen Laffey

(Witness for Second Party)

**STATE OF LOUISIANA  
THROUGH THE DEPARTMENT OF  
TRANSPORTATION AND  
DEVELOPMENT**

By: 

Assistant Secretary

**RECOMMENDED FOR APPROVAL**

BY: 

Division Head

**APPROVED AS TO FORM**

BY: 

Aviation Section

BY: 

Aviation Section



RESOLUTION NUMBER: 081

DATE: October 14, 2013

The City of Natchitoches of the Parish of Natchitoches met in regular session on this date. The following resolution was offered by Mr. Payne and seconded by Mr. Stamey as follows:

**RESOLUTION**

A resolution authorizing the Mayor to execute an Agreement with the Louisiana Department of Transportation and Development (LA DOTD) for improvements at the Natchitoches Regional Airport.

**WHEREAS**, Act 451 of the 1989 Regular Session of the Louisiana Legislature authorized the financing of certain airport improvements from funds appropriated from the Transportation Trust Fund; and

**WHEREAS**, the City of Natchitoches has requested funding assistance from the LA DOTD to/for Runway 7/25 Lighting Rehabilitation - Phase II, Rehabilitate Runway 35 ODALS – Phase II; and

**WHEREAS**, the stated project has been approved by the Louisiana Legislature and the LA DOTD is agreeable to the implementation of this project and desires to cooperate with the City of Natchitoches according to the terms and conditions identified in the attached Agreement; and


**WHEREAS**, the LA DOTD will provide the necessary funding for the Runway 7/25 Lighting Rehabilitation - Phase II, Rehabilitate Runway 35 ODALS – Phase II; and reimburse the sponsor up to \$744,130.00 of project cost.

**NOW THEREFORE, BE IT RESOLVED** by the City of Natchitoches that it does hereby authorize the Mayor to execute an Agreement for the project identified as SPN H.010802, more fully identified in the Agreement attached hereto.

This resolution shall be in full force and effect from and after its adoption.

The aforesaid resolution, having been submitted to a vote, the vote thereon was follows:

**CITY OF NATCHITOCHES**

BY:   
(Signature)

Lee Posey  
(Typed or Printed Name)

TITLE: Mayor

ATTEST:   
(Signature)

TITLE: Clerk

STATE OF LOUISIANA  
**DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT**

AGREEMENT

STATE PROJECT NO. H.010802  
RUNWAY 7/25 RUNWAY LIGHTING REHABILITATION – PHASE II  
REHABILITATE RUNWAY 35 ODALS – PHASE II  
NATCHITOCHES REGIONAL AIRPORT  
NATCHITOCHES PARISH

THIS AGREEMENT, made and executed in two (2) original copies on this 28<sup>th</sup> day of October, 2013, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as "DOTD", and the **City of Natchitoches**, a political subdivision of the State of Louisiana, responsible for all matters pertaining to the **Natchitoches Regional** Airport, hereinafter referred to as "Sponsor";

WITNESSETH: That;

WHEREAS, the Sponsor has requested funding assistance to finance certain improvements at the **Natchitoches Regional** Airport as described herein; and,

WHEREAS, Act 451 of the 1989 Regular Session of the Louisiana Legislature, authorized the financing of the certain airport improvements from funds appropriated from the Transportation Trust Fund; and,

WHEREAS, the Louisiana Legislature has granted approval of the project as listed in the **2013-2014 (16GA) (19GA)** Aviation Needs and Project Priority Program; and

WHEREAS, reimbursement for project costs will not exceed the estimated project cost as approved by the legislature and allocated to the DOTD Aviation Program for the fiscal year in which the project was approved by the legislature, unless DOTD agrees to participate in the increase and additional funds become available; and

WHEREAS, DOTD is agreeable to the implementation of this project and desires to cooperate with the Sponsor provided certain requirements are adhered to as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

## ARTICLE I - PROJECT DESCRIPTION

1.1 The improvement that is to be undertaken under this project will consist generally of rehabilitation of runway 7/25 lighting and PAPIs and runway 35 ODALS.

1.2 The project numbers and title of this agreement will be used for identification purposes on all correspondence, plans, progress reports, invoices, et cetera, prepared in the performance of these services.

## ARTICLE II - PROJECT RESPONSIBILITY

2.1 DOTD employees will not be required to supervise or perform such other services in connection with the development of this project except as specifically set forth herein; however, the Sponsor will assume full responsibility and Sponsorship for the project development and shall hold DOTD harmless in the event of any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this agreement.

## ARTICLE III – CERTIFICATION AND COMPLIANCE

3.1 Sponsor certifies by the signing of this agreement that each phase of this project, as well as all documents associated with this project, will be completed in accordance with all applicable Federal and State guidelines and/or regulations. It is solely the responsibility of the Sponsor to certify the appropriate development, completion and authenticity of all work and documents required of the Sponsor throughout this project. Three (3) separate Sponsor Certifications incorporated by reference herein and attached to and made part of this agreement, shall be completed, signed and sent to DOTD after each specified phase of the project as indicated in the Certifications attached hereto.

3.2 DOTD does not provide certification of any document nor work performed and is not responsible for same in accordance with Article II as stated above.

## ARTICLE IV – FUNDING

4.1 Except for services hereinafter specifically listed to be furnished at the expense of DOTD or the Sponsor if provided in this agreement under Article I, the cost of this project will be reimbursed to the sponsor with DOTD contributing an amount not to exceed **\$744,130.00**. Any other costs beyond **\$744,130.00** will be born solely by the sponsor, unless approved by DOTD after a written request is made by the sponsor in accordance with R.S. 2:806.A, 2:807.B and 2:810. **All such overages may not be approved until after the project is complete and at the end of the State's fiscal year, to determine if funds are available after all higher priorities have been considered.** The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.

4.2 The continuation of this agreement is contingent upon the appropriation of funds by the Louisiana Legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such

appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

#### ARTICLE V – TAXES

5.1 Sponsor agrees that the responsibility for payment of taxes, if any, from the funds received under this agreement, supplements and/or legislative appropriation shall be the Sponsor's obligation and shall be identified under Federal Tax Identification Number shown on the signature page.

#### ARTICLE VI - COST REIMBURSEMENTS

6.1 The Sponsor shall submit its request for reimbursement on the approved LADOTD-Aviation Division form titled LADOTD REQUEST FOR REIMBURSEMENT FOR AIRPORT PROGRAMS, and only for work that has been completed and for eligible expenses incurred that have been paid in full by the Sponsor. The request for reimbursement shall not exceed one (1) submittal per month; and shall be not less than the amount of \$250.00 (state share), except for the final Request for Reimbursement, which can be for any remaining amount.

6.2 The Sponsor shall maintain invoices and copies of the checks for invoice payments for reimbursement. Both the engineer and Sponsor shall certify that the completed work shown on each payment request is an accurate representation of the work accomplished during the estimated period and that the work substantially complies with the plans and specifications. All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Program Manager and/or Audit Officer. The Sponsor shall withhold retainage in accordance with State Law (i.e., 10% up to \$500,000 and 5% thereafter).

6.3 The Sponsor acknowledges that DOTD will not participate in the cost of those items not constructed in accordance with the plans and specifications. In this event, the Sponsor will be obligated to assume full financial responsibility.

6.4 The Sponsor shall submit all final billings for all phases of work within three months after the final inspection of the project unless prior arrangements have been made with DOTD. Failure to submit these billings prior to the completion of this three-month period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Sponsor.

6.5 The Sponsor shall reimburse DOTD any and all amounts, which may be cited by DOTD due to the Sponsor's noncompliance with Federal/State laws and/or regulations. The cited amounts reimbursed by the Sponsor shall be returned to the Sponsor upon clearance of the citation(s). Additionally, no new projects will be approved until such time as the cited amount is reimbursed to DOTD.

6.6 DOTD's participation in the project shall in no way be construed to make DOTD a party

to the contract between the Sponsor and its consultant/contractor.

#### ARTICLE VII – COST RECORDS

7.1 The Sponsor and all others employed by it in connection with this project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall keep such material available at their respective offices at all times during the contract period and for three years from the date of final payment for the project. Additionally, all such materials shall be available for inspection by DOTD, the Legislative Auditor, the FAA, or any authorized representative of the federal government under applicable state and federal regulations, at all reasonable times during the contract period and for three years from the date of final payment.

#### ARTICLE VIII – ENGINEERING

8.1 The Sponsor is responsible for assuring all necessary surveys, engineering reports, plans, specifications and cost estimates for the project are in accordance with the applicable FAA/DOTD requirements, and the sponsor shall submit one (1) copy of the executed Engineering Service Agreement to DOTD along with Sponsor Certification #1 which is incorporated by reference herein and attached to and made a part of this agreement.

#### ARTICLE IX – REAL PROPERTY ACQUISITION

9.1 Real Property Acquisition is addressed in the Sponsor Certification #2 incorporated by reference herein and attached to and made a part of this agreement. This Sponsor Certification must be submitted to DOTD after real Property is acquired or leased, or a contract has been executed thereto.

9.2 If any funds covered by this agreement are to be used for the purchase of immovable property, the Sponsor shall have prepared a Phase I Environmental Site Assessment of the property. This assessment shall be prepared in accordance with the latest edition of ASTM E 1527, by an experienced environmental consultant qualified to perform the assessment. Any purchase agreement shall contain an agreement by the seller that it shall warrant and guarantee to the Sponsor that the property is free of all hazards identified by the environmental assessment as existing or suspected and this guarantee shall be a part of any act of sale for the immovable property. A copy of the environmental assessment and a certified copy of the purchase agreement, containing the warranty and/or guarantee, shall be provided to DOTD. Where land acquisition is a pre-requisite to construction, the Sponsor shall provide DOTD with proof of ownership prior to starting construction.

#### ARTICLE X - BID PROCESS

10.1 Construction projects shall be advertised in accordance with Louisiana Revised Statutes.

10.2 Sponsor shall solicit bids for the services, labor and materials needed to construct the project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, et seq., applicable to political subdivisions of the State. Sponsor shall also keep a

procurement file relative to the necessary acquisition of services, labor and materials needed to complete the project. DOTD may request review of the documents at any time. Sponsor shall maintain copies of the three lowest bidders' proposal sheets and bid bonds. The Sponsor shall also maintain:

1. The bid tabulation, including engineer's estimate, verified by the Sponsor.
2. Contractor's Equal Employment Opportunity plan.
3. A statement of contractor's qualifications.
4. Proof of publication of the advertisement for bids.
5. A non-collusion affidavit.
6. The Sponsor's official action, recommending acceptance of the bid submitted by the lowest qualified bidder.

10.3 The award of a contract shall be made within 30 calendar days of the date specified for public opening of bids, unless extended by the Sponsor. The contract and bond shall be recorded in the Clerk of Court's office for the parish or parishes where the project is to be constructed.

10.4 Following the execution of the contract, the Sponsor shall send to DOTD one copy of the executed contract, and project's bid set specifications with the plans bound in the specifications book as an attachment on 11" x 17" fold-out paper. The Sponsor shall also maintain insurance certificates and proof of recordation of the original contract performance bond.

#### ARTICLE XI – CONSTRUCTION

11.1 The Sponsor shall provide technical administration and inspection including testing during the project construction. The Sponsor may utilize its consultant to provide these services through preparation of a supplemental agreement to the original ESA or may hire a third party to provide these services.

11.2 A pre-construction meeting shall be held at the airport within fifteen (15) working days after the DOTD/FAA has given approval to start construction. Construction contracts need not be signed prior to the pre-construction meeting, but must be signed prior to starting work. The Sponsor (or consultant) shall host the meeting and follow the current DOTD/FAA Pre-Construction Check-List. Within five (5) days following the meeting, copies of the Pre-Construction Check-List, along with minutes of the meeting, shall be sent to all parties requesting copies. Tenants shall be notified of the pre-construction meeting and status meetings. They shall also be notified in writing ten (10) working days prior to any planned runway/airport closures. Periodic inspections may be made by DOTD.

11.3 The Sponsor is responsible for maintaining project construction records in accordance with DOTD standards for a minimum of three (3) years. All construction directives, procedures,

and documents of pay records shall be available for inspection by DOTD.

11.4 The project specifications shall be used as the basis for all construction. If there is an error or discrepancy in the specifications, the policies and procedures of FAA and/or DOTD shall be used to make corrections. A plan change shall be required, and the Sponsor may be liable for any additional cost. DOTD may participate in such eligible cost, only if funds are available. The ability of DOTD to participate in the financial cost increase may be reviewed after the project is complete and at the end of the State's fiscal year, to determine if funds are available.

## ARTICLE XII – CIVIL RIGHTS

12.1 The Sponsor agrees that the project shall be developed in full, in accordance with the principles and intents contained in DOTD's latest Title VI Plan and that the same or closely related procedures providing for involvement of the Sponsor designated civil rights specialist in appropriate key stages of project development as identified in the aforementioned Title VI Plan, will be followed.

12.2 Further, the Sponsor agrees that its own employment policies and practices shall afford fair and nondiscriminatory employment opportunities to all employees and applicants for employment and that a viable affirmative action program is maintained in the interest of increasing employment opportunities for minorities, women and other disadvantaged persons. It is understood that the Sponsor, as a recipient of federal financial assistance under this agreement, is subject to monitoring and review of its civil rights activities by DOTD and agrees to cooperate with DOTD officials in the achievement of civil rights objectives prescribed in the agreement and in any contracts resulting herefrom.

## ARTICLE XIII – DBE REQUIREMENTS

13.1 It is the policy of the U.S. Department of Transportation that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this project.

13.2 The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR 26, have maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. The Sponsor or its contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts. The Sponsor or its contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

13.3 The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD, or other such remedy, as

DOTD deems appropriate.

13.4 The Sponsor or its contractor shall utilize the services of banks in the community, which are owned and controlled by minorities, when feasible and beneficial.

13.5 The above requirements shall be expressly included in and written in all subcontracts entered by the Sponsor or contractor.

ARTICLE XIV – FINAL INSPECTION, ACCEPTANCE, REIMBURSEMENT & SPONSOR  
CERTIFICATION

14.1 FINAL INSPECTION: The Sponsor shall schedule and conduct an inspection of the project no later than ten (10) working days after substantial completion. The Sponsor shall give notification of the inspection, in writing, at least five (5) working days in advance of the inspection to DOTD, the contractor, FAA and other attendees as appropriate. If deficiencies are discovered during the inspection, the Sponsor shall document the deficiencies, determine a dollar value and coordinate completion dates with the contractor for correcting the deficiencies. Once all the deficiencies are corrected the Sponsor will conduct a final inspection and determine that they have been corrected. The Sponsor shall then prepare the Letter of Acceptance.

14.2 Forty-five (45) days after recording the final acceptance of the project, the contractor shall submit to the Sponsor a Clear Lien Certificate from the Recorder's office of the parish or parishes in which the work was performed. If the contractor is unable to obtain a Clear Lien Certificate, the Sponsor may deposit the retainage with the court of competent jurisdiction.

14.3 The Sponsor's Letter of Acceptance shall include the following:

1. The (Sponsor) is satisfied with and accepts the project as accomplished by the contractor, \_\_\_\_\_, who has satisfactorily completed all requirements of the contract.
2. The final Reimbursement Request of \$\_\_\_\_\_ is enclosed and verifies all amounts remaining due and the release of retainage.

14.4 The Sponsor shall also submit with the Letter of Acceptance the following:

1. An updated Airport Layout Plan (ALP), if applicable; and
2. Upon completion of the project, the consultant shall prepare as-built plans and specifications with final quantities for the project, to include any changes made to the original design during construction, on a CAD CD. These shall be labeled with the state project number, project description and airport name. Electronic files shall not be compressed for mailing; and
3. Sponsor Certification #3 incorporated by reference herein, and attached to and made a part of this agreement, which must be completed and signed.

14.5 DOTD will not approve the Sponsor's request for the final reimbursement until each of the above items are received and are satisfactorily completed.



Title to the project right-of-way shall be vested in the Sponsor and shall be subject to DOTD and FAA requirements and regulations concerning operations, maintenance, abandonment, disposal, and encroachments.

#### ARTICLE XV - OPERATION & MAINTENANCE RESPONSIBILITY

15.1 Upon final acceptance of the project, the Sponsor shall assume ownership of the improvements and assume all operations and maintenance costs of the facilities for a period of not less than twenty (20) years. Non-aviation activities shall require written approval from DOTD.

15.2 Should the Sponsor choose to begin operations prior to executing the Letter of Acceptance, the Sponsor then assumes full responsibility for such actions.

#### ARTICLE XVI – HOLD HARMLESS AND INDEMNITY

16.1 Sponsor agrees and obligates itself, its successors and assigns, to defend, indemnify, save, protect and hold forever harmless and provide a defense for DOTD, its officials, officers and employees against any and all claims that may be asserted by any persons or parties resulting from violation by the Sponsor, its employees, agents and/or representatives of the requirements of all State laws applicable to the project. Further, Sponsor agrees that it shall hold harmless and indemnify, and provide a defense for DOTD, its officials, officers and employees, against any and all claims, demands, suits, actions (ex contractu, ex delictu, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs, to any party or third person including, but not limited to, amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of Sponsor or any of the above, growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Sponsor, its employees, servants, contractors, or any person engaged in or in connection with the engineering services, construction and construction engineering required or performed by the Sponsor hereunder including, but not limited to, any omissions, defects or deficiencies in the plans, specifications or estimates or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction, or construction engineering cost incurred or any other claim of whatever kind or nature arising from, out of, or in any way connected with the project, to the extent permitted by law.

16.2 Nothing herein is intended, nor shall be deemed to create, a third party beneficiary to any obligation by DOTD herein, or to authorize any third person to have any action against DOTD arising out of the agreement.

#### ARTICLE XVII – CANCELLATION

17.1 The terms of this agreement shall be binding upon the parties hereto until the work has been completed and accepted, and all payments required to be made to the Sponsor have been made. This agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.

2. By the Sponsor should it desire to cancel the project prior to the receipt of bids, provided any cost that has been incurred for the preparation of plans shall not be eligible for reimbursement by DOTD or FAA.
3. By DOTD due to the lack of available State or Federal funding for the project.

ARTICLE XVIII – AMENDMENT

18.1 The parties hereto agree that any change in the project shall be in writing and signed by both parties. DOTD funding participation increases will be approved via letter from DOTD.

18.2 IN WITNESS HEREOF, the parties hereto have caused these presents to be executed by their respective officers, who are authorized to execute any and all subsequent documents relative to this project, and whose authority is deemed to be continuing as of the day and year first above written. Certification of this document is by Sponsor's Resolution herein included.

WITNESSES:

CITY OF NATCHITOCHES

Stacy McIlwain  
(Witness for First Party)

BY:

Lee Posey  
(Signature)

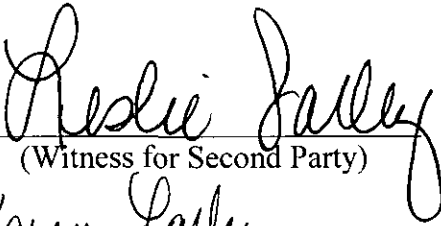
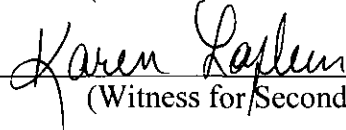
Hannah Weirich  
(Witness for First Party)

Lee Posey  
Typed or Printed Name

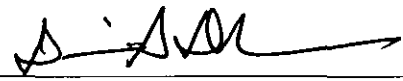
Mayor  
Title

726000931  
Sponsor's Federal Identification Number


**WITNESSES:**

  
(Witness for Second Party)  
  
(Witness for Second Party)


**STATE OF LOUISIANA  
THROUGH THE DEPARTMENT OF  
TRANSPORTATION AND  
DEVELOPMENT**

By:   
Assistant Secretary

**RECOMMENDED FOR APPROVAL**

BY:   
Division Head

**APPROVED AS TO FORM**

BY:   
Aviation Section

BY:   
Aviation Section

RESOLUTION NUMBER: 082

DATE: October 14, 2013

The City of Natchitoches of the Parish of Natchitoches met in regular session on this date. The following resolution was offered by Mr. Stamey and seconded by Mr. Nielsen as follows:

**RESOLUTION**

A resolution authorizing the Mayor to execute an Agreement with the Louisiana Department of Transportation and Development (LA DOTD) for improvements at the Natchitoches Regional Airport.

**WHEREAS**, Act 451 of the 1989 Regular Session of the Louisiana Legislature authorized the financing of certain airport improvements from funds appropriated from the Transportation Trust Fund; and

**WHEREAS**, the City of Natchitoches has requested funding assistance from the LA DOTD to/for the installation of solar powered LED taxiway centerline retro-reflector markers; and

**WHEREAS**, the stated project has been approved by the Louisiana Legislature and the LA DOTD is agreeable to the implementation of this project and desires to cooperate with the City of Natchitoches according to the terms and conditions identified in the attached Agreement; and

**WHEREAS**, the LA DOTD will provide the necessary funding for the actual purchase and installation costs of solar powered LED taxiway centerline reflector markers and reimburse the sponsor up to \$44,000.00 of project cost.

**NOW THEREFORE, BE IT RESOLVED** by the City of Natchitoches that it does hereby authorize the Mayor to execute an Agreement for the project identified as SPN H.010021, more fully identified in the Agreement attached hereto.

This resolution shall be in full force and effect from and after its adoption.

The aforesaid resolution, having been submitted to a vote, the vote thereon was follows:

CITY OF NATCHITOCHES

BY: Lee Posey  
(Signature)

Lee Posey  
(Typed or Printed Name)

TITLE: Mayor

ATTEST: Stacy McNeary  
(Signature)

TITLE: Clerk

STATE OF LOUISIANA  
**DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT**

AGREEMENT

STATE PROJECT NO. H.010021  
INSTALL TAXIWAY CENTERLINE LED REFLECTORS  
NATCHITOCHES REGIONAL AIRPORT  
NATCHITOCHES PARISH

THIS AGREEMENT, made and executed in two (2) original copies on this 6<sup>th</sup> day of November, 2013, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as "DOTD", and the **City of Natchitoches**, a political subdivision of the State of Louisiana, responsible for all matters pertaining to the **Natchitoches Regional Airport**, hereinafter referred to as "Sponsor";

WITNESSETH: That;

WHEREAS, the Sponsor has requested funding assistance to finance certain improvements at the **Natchitoches Regional Airport** as described herein; and,

WHEREAS, Act 451 of the 1989 Regular Session of the Louisiana Legislature, authorized the financing of the certain airport improvements from funds appropriated from the Transportation Trust Fund; and,

WHEREAS, the Louisiana Legislature has granted approval of the project as listed in the FY **2013-2014 NAVAID** Aviation Needs and Project Priority Program; and

WHEREAS, reimbursement for project costs will not exceed the estimated project cost as approved by the legislature and allocated to the DOTD Aviation Program for the fiscal year in which the project was approved by the legislature, unless DOTD agrees to participate in the increase and additional funds become available; and

WHEREAS, DOTD is agreeable to the implementation of this project and desires to cooperate with the Sponsor provided certain requirements are adhered to as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

## ARTICLE I - PROJECT DESCRIPTION

1.1 The improvement that is to be undertaken under this project will consist generally of installation of solar powered LED taxiway centerline reflectors to serve the airport.

1.2 The project numbers and title of this agreement will be used for identification purposes on all correspondence, plans, progress reports, invoices, et cetera, prepared in the performance of these services.

## ARTICLE II - PROJECT RESPONSIBILITY

2.1 DOTD employees will not be required to supervise or perform such other services in connection with the development of this project except as specifically set forth herein; however, the Sponsor will assume full responsibility and Sponsorship for the project development and shall hold DOTD harmless in the event of any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this agreement.

## ARTICLE III – CERTIFICATION AND COMPLIANCE

3.1 Sponsor certifies by the signing of this agreement that each phase of this project, as well as all documents associated with this project, will be completed in accordance with all applicable Federal and State guidelines and/or regulations. It is solely the responsibility of the Sponsor to certify the appropriate development, completion and authenticity of all work and documents required of the Sponsor throughout this project. Three (3) separate Sponsor Certifications incorporated by reference herein and attached to and made part of this agreement, shall be completed, signed and sent to DOTD after each specified phase of the project as indicated in the Certifications attached hereto.

3.2 DOTD does not provide certification of any document nor work performed and is not responsible for same in accordance with Article II as stated above.

## ARTICLE IV – FUNDING

4.1 Except for services hereinafter specifically listed to be furnished at the expense of DOTD or the Sponsor if provided in this agreement under Article I, the cost of this project will be reimbursed to the sponsor with DOTD contributing an amount not to exceed **\$44,000.00**. Any other costs beyond **\$44,000.00** will be born solely by the sponsor, unless approved by DOTD after a written request is made by the sponsor in accordance with R.S. 2:806.A, 2:807.B and 2:810. **All such overages may not be approved until after the project is complete and at the end of the State's fiscal year, to determine if funds are available after all higher priorities have been considered.** The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.

4.2 The continuation of this agreement is contingent upon the appropriation of funds by the Louisiana Legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the

appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

#### ARTICLE V – TAXES

5.1 Sponsor agrees that the responsibility for payment of taxes, if any, from the funds received under this agreement, supplements and/or legislative appropriation shall be the Sponsor's obligation and shall be identified under Federal Tax Identification Number shown on the signature page.

#### ARTICLE VI - COST REIMBURSEMENTS

6.1 The Sponsor shall submit its request for reimbursement on the approved LADOTD-Aviation Division form titled LADOTD REQUEST FOR REIMBURSEMENT FOR AIRPORT PROGRAMS, and only for work that has been completed and for eligible expenses incurred that have been paid in full by the Sponsor. The request for reimbursement shall not exceed one (1) submittal per month; and shall be not less than the amount of \$250.00 (state share), except for the final Request for Reimbursement, which can be for any remaining amount.

6.2 The Sponsor shall maintain invoices and copies of the checks for invoice payments for reimbursement. Both the engineer and Sponsor shall certify that the completed work shown on each payment request is an accurate representation of the work accomplished during the estimated period and that the work substantially complies with the plans and specifications. All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Program Manager and/or Audit Officer. The Sponsor shall withhold retainage in accordance with State Law (i.e., 10% up to \$500,000 and 5% thereafter).

6.3 The Sponsor acknowledges that DOTD will not participate in the cost of those items not constructed in accordance with the plans and specifications. In this event, the Sponsor will be obligated to assume full financial responsibility.

6.4 The Sponsor shall submit all final billings for all phases of work within three months after the final inspection of the project unless prior arrangements have been made with DOTD. Failure to submit these billings prior to the completion of this three-month period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Sponsor.

6.5 The Sponsor shall reimburse DOTD any and all amounts, which may be cited by DOTD due to the Sponsor's noncompliance with Federal/State laws and/or regulations. The cited amounts reimbursed by the Sponsor shall be returned to the Sponsor upon clearance of the citation(s). Additionally, no new projects will be approved until such time as the cited amount is reimbursed to DOTD.

6.6 DOTD's participation in the project shall in no way be construed to make DOTD a party to the contract between the Sponsor and its consultant/contractor.



## ARTICLE VII – COST RECORDS

7.1 The Sponsor and all others employed by it in connection with this project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall keep such material available at their respective offices at all times during the contract period and for three years from the date of final payment for the project. Additionally, all such materials shall be available for inspection by DOTD, the Legislative Auditor, the FAA, or any authorized representative of the federal government under applicable state and federal regulations, at all reasonable times during the contract period and for three years from the date of final payment.

## ARTICLE VIII – ENGINEERING

8.1 The Sponsor is responsible for assuring all necessary surveys, engineering reports, plans, specifications and cost estimates for the project are in accordance with the applicable FAA/DOTD requirements, and the sponsor shall submit one (1) copy of the executed Engineering Service Agreement to DOTD along with Sponsor Certification #1 which is incorporated by reference herein and attached to and made a part of this agreement.

## ARTICLE IX – REAL PROPERTY ACQUISITION

9.1 Real Property Acquisition is addressed in the Sponsor Certification #2 incorporated by reference herein and attached to and made a part of this agreement. This Sponsor Certification must be submitted to DOTD after real Property is acquired or leased, or a contract has been executed thereto.

9.2 If any funds covered by this agreement are to be used for the purchase of immovable property, the Sponsor shall have prepared a Phase I Environmental Site Assessment of the property. This assessment shall be prepared in accordance with the latest edition of ASTM E 1527, by an experienced environmental consultant qualified to perform the assessment. Any purchase agreement shall contain an agreement by the seller that it shall warrant and guarantee to the Sponsor that the property is free of all hazards identified by the environmental assessment as existing or suspected and this guarantee shall be a part of any act of sale for the immovable property. A copy of the environmental assessment and a certified copy of the purchase agreement, containing the warranty and/or guarantee, shall be provided to DOTD. Where land acquisition is a pre-requisite to construction, the Sponsor shall provide DOTD with proof of ownership prior to starting construction.

## ARTICLE X - BID PROCESS

10.1 Construction projects shall be advertised in accordance with Louisiana Revised Statutes.

10.2 Sponsor shall solicit bids for the services, labor and materials needed to construct the project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, et seq., applicable to political subdivisions of the State. Sponsor shall also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to

complete the project. DOTD may request review of the documents at any time. Sponsor shall maintain copies of the three lowest bidders' proposal sheets and bid bonds. The Sponsor shall also maintain:

1. The bid tabulation, including engineer's estimate, verified by the Sponsor.
2. Contractor's Equal Employment Opportunity plan.
3. A statement of contractor's qualifications.
4. Proof of publication of the advertisement for bids.
5. A non-collusion affidavit.
6. The Sponsor's official action, recommending acceptance of the bid submitted by the lowest qualified bidder.

10.3 The award of a contract shall be made within 30 calendar days of the date specified for public opening of bids, unless extended by the Sponsor. The contract and bond shall be recorded in the Clerk of Court's office for the parish or parishes where the project is to be constructed.

10.4 Following the execution of the contract, the Sponsor shall send to DOTD one copy of the executed contract, and project's bid set specifications with the plans bound in the specifications book as an attachment on 11" x 17" fold-out paper. The Sponsor shall also maintain insurance certificates and proof of recordation of the original contract performance bond.

#### ARTICLE XI – CONSTRUCTION

11.1 The Sponsor shall provide technical administration and inspection including testing during the project construction. The Sponsor may utilize its consultant to provide these services through preparation of a supplemental agreement to the original ESA or may hire a third party to provide these services.

11.2 A pre-construction meeting shall be held at the airport within fifteen (15) working days after the DOTD/FAA has given approval to start construction. Construction contracts need not be signed prior to the pre-construction meeting, but must be signed prior to starting work. The Sponsor (or consultant) shall host the meeting and follow the current DOTD/FAA Pre-Construction Check-List. Within five (5) days following the meeting, copies of the Pre-Construction Check-List, along with minutes of the meeting, shall be sent to all parties requesting copies. Tenants shall be notified of the pre-construction meeting and status meetings. They shall also be notified in writing ten (10) working days prior to any planned runway/airport closures. Periodic inspections may be made by DOTD.

11.3 The Sponsor is responsible for maintaining project construction records in accordance with DOTD standards for a minimum of three (3) years. All construction directives, procedures, and documents of pay records shall be available for inspection by DOTD.

11.4 The project specifications shall be used as the basis for all construction. If there is an error or discrepancy in the specifications, the policies and procedures of FAA and/or DOTD shall be used to make corrections. A plan change shall be required, and the Sponsor may be liable for any additional cost. DOTD may participate in such eligible cost, only if funds are available. The ability of DOTD to participate in the financial cost increase may be reviewed after the project is complete and at the end of the State's fiscal year, to determine if funds are available.

## ARTICLE XII – CIVIL RIGHTS

12.1 The Sponsor agrees that the project shall be developed in full, in accordance with the principles and intents contained in DOTD's latest Title VI Plan and that the same or closely related procedures providing for involvement of the Sponsor designated civil rights specialist in appropriate key stages of project development as identified in the aforementioned Title VI Plan, will be followed.

12.2 Further, the Sponsor agrees that its own employment policies and practices shall afford fair and nondiscriminatory employment opportunities to all employees and applicants for employment and that a viable affirmative action program is maintained in the interest of increasing employment opportunities for minorities, women and other disadvantaged persons. It is understood that the Sponsor, as a recipient of federal financial assistance under this agreement, is subject to monitoring and review of its civil rights activities by DOTD and agrees to cooperate with DOTD officials in the achievement of civil rights objectives prescribed in the agreement and in any contracts resulting herefrom.

## ARTICLE XIII – DBE REQUIREMENTS

13.1 It is the policy of the U.S. Department of Transportation that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this project.

13.2 The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR 26, have maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. The Sponsor or its contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts. The Sponsor or its contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

13.3 The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD, or other such remedy, as DOTD deems appropriate.

13.4 The Sponsor or its contractor shall utilize the services of banks in the community, which are owned and controlled by minorities, when feasible and beneficial.

13.5 The above requirements shall be expressly included in and written in all subcontracts entered by the Sponsor or contractor.

ARTICLE XIV – FINAL INSPECTION, ACCEPTANCE, REIMBURSEMENT & SPONSOR  
CERTIFICATION

14.1 FINAL INSPECTION: The Sponsor shall schedule and conduct an inspection of the project no later than ten (10) working days after substantial completion. The Sponsor shall give notification of the inspection, in writing, at least five (5) working days in advance of the inspection to DOTD, the contractor, FAA and other attendees as appropriate. If deficiencies are discovered during the inspection, the Sponsor shall document the deficiencies, determine a dollar value and coordinate completion dates with the contractor for correcting the deficiencies. Once all the deficiencies are corrected the Sponsor will conduct a final inspection and determine that they have been corrected. The Sponsor shall then prepare the Letter of Acceptance.

14.2 Forty-five (45) days after recording the final acceptance of the project, the contractor shall submit to the Sponsor a Clear Lien Certificate from the Recorder's office of the parish or parishes in which the work was performed. If the contractor is unable to obtain a Clear Lien Certificate, the Sponsor may deposit the retainage with the court of competent jurisdiction.

14.3 The Sponsor's Letter of Acceptance shall include the following:

1. The (Sponsor) is satisfied with and accepts the project as accomplished by the contractor, \_\_\_\_\_, who has satisfactorily completed all requirements of the contract.
2. The final Reimbursement Request of \$ \_\_\_\_\_ is enclosed and verifies all amounts remaining due and the release of retainage.

14.4 The Sponsor shall also submit with the Letter of Acceptance the following:

1. An updated Airport Layout Plan (ALP), if applicable; and
2. Upon completion of the project, the consultant shall prepare as-built plans and specifications with final quantities for the project, to include any changes made to the original design during construction, on a CAD CD. These shall be labeled with the state project number, project description and airport name. Electronic files shall not be compressed for mailing; and
3. Sponsor Certification #3 incorporated by reference herein, and attached to and made a part of this agreement, which must be completed and signed.

14.5 DOTD will not approve the Sponsor's request for the final reimbursement until each of the above items are received and are satisfactorily completed. Title to the project right-of-way shall be vested in the Sponsor and shall be subject to DOTD and

FAA requirements and regulations concerning operations, maintenance, abandonment, disposal, and encroachments.

#### ARTICLE XV - OPERATION & MAINTENANCE RESPONSIBILITY

15.1 Upon final acceptance of the project, the Sponsor shall assume ownership of the improvements and assume all operations and maintenance costs of the facilities for a period of not less than twenty (20) years. Non-aviation activities shall require written approval from DOTD.

15.2 Should the Sponsor choose to begin operations prior to executing the Letter of Acceptance, the Sponsor then assumes full responsibility for such actions.

#### ARTICLE XVI – HOLD HARMLESS AND INDEMNITY

16.1 Sponsor agrees and obligates itself, its successors and assigns, to defend, indemnify, save, protect and hold forever harmless and provide a defense for DOTD, its officials, officers and employees against any and all claims that may be asserted by any persons or parties resulting from violation by the Sponsor, its employees, agents and/or representatives of the requirements of all State laws applicable to the project. Further, Sponsor agrees that it shall hold harmless and indemnify, and provide a defense for DOTD, its officials, officers and employees, against any and all claims, demands, suits, actions (ex contractu, ex delictu, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs, to any party or third person including, but not limited to, amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of Sponsor or any of the above, growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Sponsor, its employees, servants, contractors, or any person engaged in or in connection with the engineering services, construction and construction engineering required or performed by the Sponsor hereunder including, but not limited to, any omissions, defects or deficiencies in the plans, specifications or estimates or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction, or construction engineering cost incurred or any other claim of whatever kind or nature arising from, out of, or in any way connected with the project, to the extent permitted by law.

16.2 Nothing herein is intended, nor shall be deemed to create, a third party beneficiary to any obligation by DOTD herein, or to authorize any third person to have any action against DOTD arising out of the agreement.

#### ARTICLE XVII – CANCELLATION

17.1 The terms of this agreement shall be binding upon the parties hereto until the work has been completed and accepted, and all payments required to be made to the Sponsor have been made. This agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.

2. By the Sponsor should it desire to cancel the project prior to the receipt of bids, provided any cost that has been incurred for the preparation of plans shall not be eligible for reimbursement by DOTD or FAA.
3. By DOTD due to the lack of available State or Federal funding for the project.

ARTICLE XVIII – AMENDMENT

18.1 The parties hereto agree that any change in the project shall be in writing and signed by both parties. DOTD funding participation increases will be approved via letter from DOTD.

18.2 IN WITNESS HEREOF, the parties hereto have caused these presents to be executed by their respective officers, who are authorized to execute any and all subsequent documents relative to this project, and whose authority is deemed to be continuing as of the day and year first above written. Certification of this document is by Sponsor's Resolution herein included.

WITNESSES:

Stacy McCreary  
(Witness for First Party)

Hannah Weung  
(Witness for First Party)

CITY OF NATCHITOCHES

BY:

Lee Posey  
(Signature)

Lee Posey  
Typed or Printed Name

Mayor  
Title

7Z6000931  
Sponsor's Federal Identification Number

**WITNESSES:**

Tikki Gaskin  
(Witness for Second Party)  
Karen Leflew  
(Witness for Second Party)

**STATE OF LOUISIANA  
THROUGH THE DEPARTMENT OF  
TRANSPORTATION AND  
DEVELOPMENT**

By: D. S. St  
Assistant Secretary

**RECOMMENDED FOR APPROVAL**

BY: [Signature]  
Division Head

**APPROVED AS TO FORM**

BY: [Signature]  
Aviation Section

BY: Torja Summerell  
Aviation Section



The following Resolution was introduced by Mr. Mims and Seconded by Mr. Stamey as follows, to –wit:

**RESOLUTION NO. 083 OF 2013**

**A RESOLUTION AUTHORIZING AND INSTRUCTING THE CITY ATTORNEY FOR THE CITY OF NATCHITOCHES, LOUISIANA, RONALD E. CORKERN, JR., TO PREPARE AND FILE A WRIT OF QUO WARRANTO REQUESTING THAT COUNCILWOMAN SYLVIA MORROW SHOW BY WHAT AUTHORITY SHE CLAIMS OR HOLDS OFFICE AS A MEMBER OF THE CITY COUNCIL FOR THE CITY OF NATCHITOCHES, LOUISIANA.**

**WHEREAS**, by Order signed June 21, 2013, the Louisiana Board of Ethics issued Consent Order No. 2010-496 in the Matter of Sylvia Morrow, and this Consent Order was approved as to form and content on May 2, 2013 by Sylvia Morrow; and

**WHEREAS FURTHER**, the Consent Order specifically held that Sylvia Morrow violated La. R. S. 42:1111A, La. R. S. 42:1115A and La. R. S. 42:1116A, while serving as a member of the City Council; and

**WHEREAS FURTHER**, Section 2.03 of the Home Rule Charter of the City of Natchitoches provides, in part, as follows:

“(A) The office of the council member shall become vacant upon death, resignation, removal from office in any manner authorized by law, forfeiture of office or failure to take office for any reason.

(B) Any council member shall forfeit the office if such member . . . (2) violates any express prohibition of this Charter or . . .”; and

**WHEREAS FURTHER**, Section 7.02 of the Home Rule Charter provides, in part, as follows:

“No privilege, rebate, reduced rate or any other thing of value may be directly or indirectly solicited or received by an officer, official or employee of the City from any person, firm or corporation doing business with the City.

. . . any City officer or employee who willfully conceals such a substantial financial interest or willfully violates the requirements of this section shall be guilty of malfeasance in office or position and shall forfeit the office or position . . . .”; and

**WHEREAS FURTHER**, at multiple City Council meetings Ms. Morrow has been asked to address the violations of the ethics code, but, to date, she has failed to do so; and

**WHEREAS FURTHER**, Councilwoman, Sylvia Morrow, having continued to ignore or refuse to respond to requests regarding her admitted violations of the Ethics Code which specifically include violations of the City Charter of the City of Natchitoches, and in light of the clear language of the Home Rule Charter of the City of Natchitoches, Louisiana, the City Council is of the opinion that a suit should be brought questioning on what authority Ms. Sylvia Morrow continues to hold the position of City Councilperson; and

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Natchitoches, is of the opinion that Councilperson Sylvia Morrow, has, by her consent and acceptance of the findings within Louisiana Board of Ethics Consent Order 2010-496, acknowledged a violation of Section 7.02 of the Home Rule Charter of the City of Natchitoches, Louisiana.

**BE IT FURTHER RESOLVED** that the City Council of the City of Natchitoches, Louisiana, is of the opinion that upon a violation of Section 7.02 of the Home Rule Charter by Sylvia Morrow, she did forfeit her position, and a vacancy was created in the office of council person for District 3 for the City of Natchitoches, Louisiana.

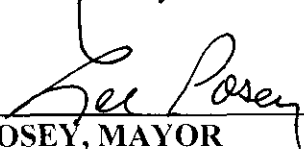
**BE IT FURTHER RESOLVED** by the City Council of the City of Natchitoches, Louisiana, that in light of the admitted violation of Section 7.02 of the Home Rule Charter and the creation of a vacancy in the office of council person for District 3 for the City of Natchitoches, under the terms of Section 2.03 of the Home Rule Charter, the City Council does hereby authorize and direct the City Attorney for the City of Natchitoches to draft and file a Petition for Writ of Quo Warranto requesting that Sylvia Morrow show by what authority she continues to serve as council person for District 3 for the City of Natchitoches, Louisiana.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey</b>
<b>NAYS:</b>	<b>Morrow</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 1

Nays on this 14<sup>th</sup> day of October, 2013.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

Mayor Posey stated there needs to be some finality to this being this is the fourth meeting this has been brought up. He doesn't think that personally if he was on the City Council it would be about the approval or disapproval of the actions Ms. Morrow, but it's about the decision the Council will make in response to the charter which was voted on by the people in this community. This is about following the charter and not making exceptions to the charter. He then asked Attorney Corkern to explain the writ of quo warranto.

Attorney Corkern stated a writ of quo warranto is a writ filed in the local district court to show by what authority an individual claims or holds public office. If the court determines that a person is holding or claiming office without authority then a judgment shall be rendered forbidding that person to continue to hold that office and the court may also direct an election when necessary. Under the law, a hearing under a writ of quo warranto is to be held within 10 days within service of the writ on the individual. This would be carried out by one of the local district judges.

Mayor Posey then asked for discussion from the audience.

Randy Stelly approached the podium and stated at the last meeting Ms. Morrow's stated that he was a drifter. He brought a certificate before the Council recognizing him for community service from Ms. Morrow in 2003. He stated he took on the position of a newspaper man in this community to be a voice in this community. He wanted a level playing field in this community. He stated had this body not acted in such a manner to take action tonight he would have joined with former Councilman, Jack McCain and filed a writ of mandamus against the Mayor and this City Council.

Mr. Nielsen stated this is a pretty serious violation that tends to be lingering. He as well as fellow councilman want a resolution to it and want it resolved one way or another.

Mr. Payne stated we need to put this behind this. Ms. Morrow has worked hard to get where she is at, but this still stands out and we need to put an end to it. He thinks this way, no matter which way it goes, is the best way to put an end to it.

Mr. Mims stated in his opinion it says what it says and is what it is. It's hard to not look at the charter and see what it says specifically when a violation occurs. It is incumbent for the Council to follow the charter. He has attended several meetings and events Ms. Morrow has put on in the community and she has worked hard, but we have to follow the charter.

Mr. Stamey stated if we do not follow what the City charter says we would be responsible for not taking action. It is not our decision at the end how it is judged, but if we do not put it in action we are not defending the home rule charter.


Ms. Morrow stated in America everyone should be stated equally, but at this table and in this room we have some people who have done some things that have violated to. All of the charges concerning the Ethics Board have been dismissed and should not be a part of this. Since it has been dismissed I have referred this to my attorney who will represent me in the courtroom.


Mr. Stamey stated he would like Mr. Corkern to explain what is meant by dismissed. If it was truly dismissed we would not be talking about it tonight.

Mr. Corken then stated to suggest that all of the charges have been dismissed by the Ethics Board is inaccurate. The charges to which Ms. Morrow pleads guilty have not been dismissed. The board has dismissed the suit, but only after she plead guilty and a resolution was for her to pay a fine.

Mayor Posey then concluded with several announcements. He announced the offices of the City of Natchitoches will be closed Monday, November 11, 2013 in observance of Veteran's Day. Therefore, the City Council meeting scheduled for Monday, November 11, 2013 will be rescheduled to Tuesday, November 12, 2013. He then thanked the Fire Department and Police Department for the work on National Night Out. He mentioned the Bead Town Natchitoches Legacy Project is still going on and encourage everyone to volunteer at the Hanchey Gallery at Northwestern State University. This is a great project for the community to get involved and are hoping to have the project finished by December.

With no further discussion, the Mayor made a motion for adjournment and all were in favor. The meeting was adjourned at 6:36 p.m.

  
LEE POSEY, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE